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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

**CEDRIC CHAN, BRIAN BARTOK,
KELLY EARLS, and EMILIO FIGUEROA
on behalf of themselves and
all others similarly situated,**

Plaintiffs,

v.

**DAIMLER AG,
MERCEDES-BENZ USA, LLC, and
MERCEDES-AMG GMBH**

Defendants.

CLASS ACTION NO.

JURY TRIAL DEMANDED

FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiffs, CEDRIC CHAN (hereafter “Chan”), BRIAN BARTOK (hereafter “Bartok”), KELLY EARLS (hereafter “Earls”), and EMILIO FIGUEROA (hereafter “Figueroa”) (collectively “Plaintiffs”), individually and on behalf of other similarly situated persons, file this amended class action complaint against DAIMLER AG (hereafter “Daimler”), MERCEDES-BENZ USA, LLC (hereafter “Mercedes”), and MERCEDES-AMG GMBH (hereafter “AMG”) (collectively “Defendants”), and in support thereof states:

A. INTRODUCTION

1. Plaintiffs bring this action to remedy Defendants’ unlawful actions in connection with the design, manufacture, marketing, distribution, and sale of Mercedes-Benz vehicles equipped with the AMG M156 6.2 liter V8 engine contained in the AMG vehicle line in the

2007-2011 model years. These vehicles were designed, manufactured, marketed, distributed, and sold by Defendants.

2. Due to undisclosed defects in the engine, the vehicles in question have underlying problems that result in premature engine wear, causing major engine damage, and sometimes total engine failure.

3. Plaintiffs assert claims, on behalf of themselves and the Classes defined in paragraph 53 herein, for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301, *et seq.* (“Magnuson-Moss Act”), breach of express warranty, breach of the implied covenant of good faith and fair dealing, implied warranty of merchantability, and violations of the New Jersey Consumer Fraud Act (“NJCFA”).

B. PARTIES

4. Plaintiff, Cedric Chan, is, and at all times relevant to this action was, a citizen of the United States and domiciled in Los Angeles, California. He brings this action in an individual capacity, and in the capacity of the class representative of others similarly situated.

5. Plaintiff, Brian Bartok, is, and at all times relevant to this action was, a citizen of the United States and domiciled in Clifton, New Jersey. He brings this action in an individual capacity, and in the capacity of the class representative of all others similarly situated.

6. Plaintiff, Kelly Earls, is, and at all times relevant to this action was, a citizen of the United States and domiciled in Plano, Texas. He brings this action in an individual capacity, and in the capacity of the class representative of all others similarly situated.

7. Plaintiff, Emilio Figueroa, is, and at all times relevant to this action was, a citizen of the United States and domiciled in San Diego, California. He brings this action in an individual capacity, and in the capacity of the class representative of all others similarly situated.

8. Defendant DAIMLER AG, is a foreign corporation duly registered in the Federal Republic of Germany with its main corporate offices located in the Mercedesstr 137,70327 Stuttgart, Germany. Additional facilities at 70546, Stuttgart, Germany. DAIMLER, AG, is the parent corporation of Mercedes-Benz USA, LLC and Mercedes-AMG GmbH.

9. Defendant Mercedes-Benz USA, LLC, is a duly certified corporation of the State of New Jersey with its principle corporate offices located at One Mercedes Drive, Montvale, Bergen County, New Jersey.

10. Defendant MERCEDES-AMG GMBH is a foreign corporation duly registered in the Federal Republic of Germany with its main corporate offices located in HPC 0624 D-70546, Stuttgart, Germany. Mercedes-AMG GmbH is a wholly owned subsidiary of Daimler AG.

C. JURISDICTION AND VENUE

11. This court has jurisdiction over this action under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). The aggregate claims of the individual class members exceed the sum value of \$5,000,000 exclusive of interest and costs, and this is a class in which more than two-thirds of the proposed plaintiff classes on the one hand, and Defendants on the other hand, are citizens of different states.

12. The Court has jurisdiction to hear this case under diversity jurisdiction as well. The parties are diverse and the amount in controversy exceeds \$75,000. 28 U.S.C. §1332(d)(2)(A).

13. Venue is proper in this district under 28 U.S.C. § 1391(c), because Defendant Mercedes-Benz USA, LLC's principal place of business is located within this judicial district. Defendant's contacts with the district are sufficient to subject Defendants to personal jurisdiction in this Court. Aliens may be sued in any district. 28 U.S.C. § 1391(d).

D. FACTUAL BACKGROUND

14. The vehicles at issue were designed, manufactured, marketed, and sold/leased by Defendants. The Mercedes-Benz vehicles in question were accompanied by Mercedes-Benz's New Vehicle Warranty, which expressly promised to "warrant to the original and each subsequent owner of a new Mercedes-Benz vehicle that any authorized Mercedes-Benz Center will make any repairs or replacements necessary, **to correct defects in material or workmanship arising during the warranty period.**" See Exhibit A (Mercedes-Benz Service and Warranty Information 2009) at p. 11 (emphasis added).¹

15. AMG is a division of Mercedes-Benz, which is a subsidiary of Daimler AG. The majority of Mercedes-Benz vehicle lines include an AMG model. The AMG model is the luxury performance model, which is usually sold at a substantially higher price than the non-AMG models in the same vehicle line. AMG vehicles generally have a target market of owners and lessees whom are automobile enthusiasts.

16. The Mercedes website describes AMG as follows:

AMG is performance. As a company conceived in 1967 with the sole purpose of designing and testing racing engines, its racetrack roots run deep. Today, AMG provides the safety cars for the Formula 1 World Championship — and some of the most sought-after Mercedes-Benz vehicles on the planet.

The company is located in Affalterbach, Germany, where **engine craftsmanship is the hallmark of everything they do. The result is high performance grounded in precision, quality, and reliability.**" <http://www.mercedes-amg.com/?lang=usa#/home> (Emphasis added).

17. AMG touts itself as "[T]he leader in the space where uncompromising luxury and eye-catching style meets raw performance." The Daimler division further states on its website, "The master mechanics and engineers at AMG deliver top performance in the quintessential

¹ The warranty language is the same for all model years at issue. In an attempt to reduce duplicative materials, Plaintiffs only attach the warranty for 2009 vehicles as an exhibit. Defendant MBUSA has already attached the warranty for 2007 vehicles to its Motion to Dismiss See Doc. 19, Ex. "B".

high-performance cars.” AMG owners will pay anywhere from just over \$60,000 to almost \$200,000 for these “most sought-after Mercedes-Benz vehicles.” Many of these owners/lessees include automobile enthusiasts who lease or purchase these AMG vehicles, because of the promised performance and quality advertised by Defendants through their marketing campaigns.

18. The Mercedes M156 engine is the first AMG engine designed by Defendant Mercedes-AMG GmbH. The previous AMG engines were designed by the Mercedes-Benz engineers at Daimler AG and tuned by Defendant Mercedes-AMG GmbH for added performance gains. The M156 is a 6.208-liter V8 engine, which was introduced in the AMG 6.3 models for the 2007 model year.

19. Due to defects in the design and/or manufacturing, M156 engines are inherently prone to and do experience premature wear. The camshafts used in the M156 engine are constructed of cast nodular iron. The valve lifters (also known as buckets) are constructed of 9310-grade steel. The combination of the two metals as designed and/or manufactured is contributing to the premature wear of the M156 engine.

20. As a result of soft camshaft metal and/or improper heat treating and/or improper camshaft offset, the M156 camshaft lobes experience premature wear, which is evidenced by visible scoring in as little as 5,000 miles. Camshafts are designed in a way that the lobes contact valve lifters in a particularized spot and manner. When the camshaft lobes experience wear, the surface becomes rough or scored and no longer makes contact with the lifters as precisely as intended. As a result, the lifters will also start to wear prematurely, which is evidenced by a gouged ring in the top of the valve lifter. The gouged ring wear on the buckets is also evidence that the buckets are not spinning properly. As time goes on, the gouged ring will wear severely

enough to puncture the steel lifters. Such wear is not normal for automobile engines to experience, much less high-performance luxury vehicles.

21. In addition, the camshaft adjusters in the AMG engines are defective. Defendants have acknowledged that the camshaft adjusters are defective and have even advised their service technicians how to diagnose engine rattling caused by the defective camshaft adjusters.

22. The defects complained of herein have been known to Defendants since 2007 when service bulletin S-B 05.20/20b was released. S-B 05.20/20b provided instruction involving parts relating to the camshafts, including the camshaft adjusters, and authorized replacement for at least some adjusters. Upon the information and belief, the technicians evaluating these parts witnessed firsthand the premature wear on the M156 camshafts and valve lifters. Transmissions between service department technicians and Defendants caused Defendants to revise this service bulletin three more times. (*See* P-B 05.20/20a; T-B 05.20/21a; and LI05.20.-P-050105).²

23. Service bulletin LI05.20.-P-05010, entitled “Engine Noises M156”, was issued by Defendants on August 12, 2010. The bulletin is directed at complaints of “Noises from area of engine control,” and included three separate audio clips of “rattling” noises caused by “defective camshaft adjusters” and “clattering” caused by “defective cup tappets.” The service bulletin further directs the technicians to “remedy” the complaints by replacing the defective camshaft adjusters and tappets. Relevant excerpts of service bulletin LI05.20.-P-05010 are included below:

² Plaintiffs refer to Defendants collectively, because they are essentially all the same corporation. Daimler AG, a German corporation, is the parent corporation of MBUSA, which is the United States sales arm for Daimler. Daimler is also the parent corporation of German entity, AMG, the engineering arm, which designed and manufactured the engines at issue. All three Defendants are in communication concerning the vehicles at issue in this case.

Engine noises, M156

Topic number	LI05.20-P-050105
Version	1
Design group	05.20 Camshaft, camshaft adjustment
Date	08-12-2010
Validity	Vehicles with M156 AMG
Reason for change	Remedy expanded / Supersedes DTB S-B-05.20/20b

Complaint:

Noises from area of engine control

Attachments	
File	Designation
2_Rasseln_mit_einem_def_Versteller.mp3	Rattling with one defective camshaft adjuster
3_Rasseln_mit_mehreren_def_Verstellern.mp3	Rattling with several defective camshaft adjusters
4_Klackern_Tassenstossel.mp3	Clattering of cup tappets

Cause:

Various causes that can lead to noise complaints

Remedy:

The attachment contains various sound recordings to help with troubleshooting:

- 1. Rattling with one defective camshaft adjuster
- 2. Rattling with several defective camshaft adjusters

Remedy:

1 and 2. Replace affected actuator(s) - camshaft adjusters

Note:

See testing and repair information in WIS: Group 05.20

3. Clattering noise / cup tappets**Remedy:**

- 1. Check cup tappets
- 2. If cup tappets are soft => Replace defective cup tappets
- 3. If cup tappets are worn => Replace all cup tappets on both cylinder banks, replace all camshafts on both cylinder banks

24. Despite being aware of the defect, Defendants failed to repair or replace defective parts under the warranty. This could have been accomplished by issuing a recall for replacement

vehicles in all M156 AMG engines. Instead, Defendants chose to ignore and conceal the defect, instructing Mercedes technicians to at first notify customers who complained that the engine noise was “normal.” By first telling customers that engine noise was “normal,” Defendants were hoping that these customers would be assuaged or that the engines would be out of warranty by the time they came back for the necessary repair and/or replacement. By engaging in this behavior, Defendants sought to profit by not incurring the cost of replacing parts under warranty and by further realizing revenue on part sales for replacements. However, even the replacement parts were defective. Defendants still have not redesigned and manufactured the parts free of all defects.

25. Although Defendants issued a service bulletin addressing the defects, Defendants instructed dealership service departments to replace parts only *after* they had failed. At the direction of Defendants, service technicians and service advisors made routine practice of telling owners the engine noises were “normal” even though Defendants’ own service bulletin acknowledges otherwise.

26. With full knowledge that the M156 engines in the 2007 AMG models were defectively designed and/or manufactured, Defendants failed to reengineer the parts at issue for engines to be installed in the 2008-2011 model year vehicles. Defendants never disclosed the defects to consumers nor did they revise warranties for an extension on the defective parts already included in earlier models. Rather, Defendants continued to design, manufacture, market, and sell vehicles that they knew to be defective.

27. Due to the premature wear resulting from the defects, the camshafts, valve lifters, camshaft adjusters, valve tappets, gaskets, and bushings all have to be replaced. The cost of replacement is thousands of dollars, which is passed on to owners following warranty expiration,

because Defendants did not issue a recall for the defect, even though they knew it to exist in the M156 engines. This premature wear renders the vehicle unsafe to drive in that it can cause catastrophic engine failure and ultimately require consumers to pay tens of thousands of dollars to replace the entire engine block of their vehicle.

28. After obtaining the vehicles in question, Plaintiffs experienced problems with loud ticking noises coming from the engines. Chan also experienced a drop in oil pressure, while Bartok experienced lack of acceleration and stalling. As it turns out, the ticking was the beginning of the AMG M156 engine's destruction. The drop in oil pressure and engine stalling were also the result of a failing engine.

E. PLAINTIFFS' EXPERIENCES

I. CHAN

29. Plaintiff Cedric Chan is, and at all times relevant to this action was, a resident of Los Angeles County, California. On or about May 6, 2008, Chan leased a pre-owned 2007, Mercedes-Benz E63 AMG equipped with the AMG M156 6.2 liter V8 engine.

30. Chan leased his E63 AMG from an authorized Mercedes-Benz dealership, House of Imports Mercedes-Benz in Buena Park, California. Chan decided to lease an E63, because he saw the M156 engines advertised as being hand-built. As an owner or lessee of numerous Mercedes vehicles in the past, Chan expected to receive a product that conformed to the quality that Mercedes advertises for its AMG products. Chan did not even receive a vehicle that conformed to the lesser quality of Mercedes-Benz non-AMG vehicle line.

31. At the time of the lease, Defendants failed to disclose the fact that there were underlying defects with the high-performance AMG engine that powered Chan's E63 AMG. These defects were material in that he never would have paid money to lease the vehicle had he

known of these defects. These defects also substantially affected the value of Chan's vehicle. As a result, Chan made lease payments and had a residual value attached to his lease that was far higher than they should have been.

32. Chan used his vehicle as intended and foreseen by the Defendants.

33. On April 14, 2010, Chan brought his car to Mercedes-Benz of South Bay for concerns that his vehicle's engine was not operating correctly. The service records state "customer states there is a loud tapping noise from engine area." The service records also indicate that technicians performed a road test where the noise from the lifters was audible and required additional diagnosis. The undisclosed defects caused damage to the camshafts and lifters (as referenced in the service records), which required replacement on the left bank of the engine. Chan authorized the Mercedes service department to replace the damaged parts at a cost of \$4,594.26 to Chan. The service department also recommended that Chan replace the same parts on the right bank of the engine. Since the defect still exists in Chan's engine, the new parts that were replaced in Chan's engine will, once again, wear prematurely.

34. In July 2010, Chan again experienced severe mechanical issues with his vehicle's engine. Suffice it to say, the vehicle was exhibiting indications that the camshafts and lifters on the right side of the engine bank were malfunctioning due to premature wear and needed to be replaced. After already paying \$4,594.26 out of pocket for repairs on defective parts that should have been recalled under warranty, Chan decided to trade in his vehicle. When Chan traded in his vehicle, he received substantially less for the vehicle than he otherwise would have had the vehicle not been defective.

35. Like every Mercedes-Benz vehicle containing an M156 engine, Chan's vehicle was defective since it was manufactured. From the first mile put on the vehicle's engine, the

camshafts and lifters started wearing prematurely. They eventually wore enough to manifest the defects to Chan, all while Defendants were aware of the defects. Due to the defective design of the engine, the vehicle was worth substantially less than a vehicle without a defect. On July 29, 2010, Chan traded in his Mercedes-Benz E63 for an amount below fair market value for comparable vehicles of the same make and model year.

II. BARTOK

36. Plaintiff Brian Bartok is, and at all times relevant to this action was, a resident of Passaic County, New Jersey. On or about June 25, 2009, Bartok purchased a new 2009, Mercedes-Benz S63 AMG equipped with the AMG M156 6.2 liter V8 engine.

37. Bartok purchased his S63 AMG from an authorized Mercedes-Benz dealership, Prestige Mercedes in Paramus, New Jersey. Bartok expected to receive a product that conformed to the quality that Mercedes advertises for its AMG products. Bartok did not even receive a vehicle that conformed to the lesser quality of Mercedes-Benz non-AMG vehicle line.

38. At the time of the purchase, Defendants failed to disclose to Mr. Bartok that there were underlying defects with the high-performance AMG engine that powered his S63 AMG. These defects were material in that he never would have purchased the vehicle had he known of these defects. These defects also substantially affect the value of the Bartok's vehicle, making it worth far less than it would be if the vehicle was not defective.

39. Bartok used his vehicle as intended and foreseen by the Defendants.

40. On or about March 11, 2010, Bartok's vehicle began making loud ticking noises from the engine compartment. The vehicle appeared to have a loss in power and a reduction in gas mileage. The check engine light also appeared in the dashboard. On or about March 14, 2010, Bartok presented the vehicle to Mercedes of Sarasota. The technician who evaluated the

vehicle informed Bartok that the noise was coming from the lifters and that it was “normal.” The technician further told Bartok that the vehicle was okay to drive and returned the vehicle to him. On or about March 22, 2010, the engine in Bartok’s vehicle failed while he was operating the vehicle. Bartok called a towing company to flatbed the vehicle to the dealership.

41. Upon inspecting the vehicle on or about March 23, 2010, service records indicate technicians found that the intake lifter on cylinder number three was worn so badly that the camshaft lobe had cut a hole all the way through the steel of the lifter. As a result of the defect, one of the camshafts had stopped spinning, which damaged the valves and guides. Technicians replaced the cylinder head on cylinder number three, all valve lifters, all four camshafts, gaskets, and bolts. The defective lifters and camshafts were replaced with new defective lifters and camshafts, which are still subject to premature wear and will once again fail and require replacement. The vehicle was returned to Bartok who still possesses it.

III. EARLS

42. Plaintiff Kelly Earls is, and at all times relevant to this action was, a resident of Collin County, Texas. On or about January 2008, Earls purchased a pre-owned 2007, Mercedes-Benz CLS63 AMG equipped with the AMG M156 6.2 liter V8 engine. The vehicle had about 6,800 miles on it at the time of purchase and included the remaining balance of the new vehicle warranty.

43. Earls purchased his CLS63 AMG from Fuel Motorsports in Orlando, Florida. Earls expected to receive a product that conformed to the quality that Mercedes advertises for its AMG products. Earls did not even receive a vehicle that conformed to the lesser quality of Mercedes-Benz non-AMG vehicle line.

44. At the time of the purchase, Defendants failed to disclose to Earls that there were underlying defects with the high-performance AMG engine that powered his CLS63 AMG. These defects were material in that he never would have paid money to lease the vehicle had he known of these defects. These defects also substantially affected the value of the vehicle in that it was worth less than it would have been had the vehicle not been defective.

45. Earls used his vehicle as intended and foreseen by the Defendants.

46. On or about January 28, 2008, Earls presented his vehicle at Ewing Autohaus, an authorized Mercedes-Benz dealership, for complaints that included the ticking noise coming from the engine along with the engine running rough. The technicians acknowledged Earls' concern, but told him the ticking was "normal" and service records indicate they did not repair the defect as MBUSA was bound to do under the terms of its warranty.

47. To this day, the ticking in Earls' vehicle still exists and has become louder and more frequent.

IV. FIGUEROA

48. Plaintiff Emilio Figueroa is, and at all times relevant to this action was, a resident of San Diego County, California. On or about August 15, 2006, Figueroa purchased a new 2007, Mercedes-Benz E63 AMG equipped with the AMG M156 6.2 liter V8 engine.

49. Figueroa purchased his E63 AMG from an authorized Mercedes-Benz dealership, Mercedes-Benz of San Diego in San Diego, California. Figueroa expected to receive a product that conformed to the quality that Mercedes advertises for its AMG products. Figueroa did not even receive a vehicle that conformed to the lesser quality of Mercedes-Benz non-AMG vehicle line.

50. At the time of the purchase, Defendants failed to disclose the fact that there were underlying defects with the high-performance AMG engine that powered Figueroa's E63 AMG. These defects were material in that he never would have paid money to lease the vehicle had he known of these defects. In addition, these defects substantially affected the value of Figueroa's vehicle in that it is worth less than it otherwise would be were it not defective.

51. Figueroa used his vehicle as intended and foreseen by the Defendants.

52. On or about November 28, 2011, Figueroa presented his vehicle to Mercedes-Benz of San Diego for issues including ticking noises coming from the engine. Service records indicate technicians acknowledged the vehicle was making the ticking noise, but told Figueroa the sound was "normal" and returned his vehicle to him. The vehicle continues to make the ticking noises.

F. CLASS ACTION ALLEGATIONS

53. Plaintiffs bring this action as a class action pursuant to Federal Rule of Civil Procedure 23, on behalf of themselves and the following Classes:

California: All current and former owners and lessees of 2007-2011 Mercedes-Benz C63 AMG, E63 AMG, S63 AMG, CL63 AMG, CLS63 AMG, ML63 AMG, CLK63 AMG, R63 AMG, and SL63 AMG models equipped with AMG M156 6.2 liter V8 engines that were sold or leased in California ("California Class")

New Jersey: All current and former owners and lessees of 2007-2011 Mercedes-Benz C63 AMG, E63 AMG, S63 AMG, CL63 AMG, CLS63 AMG, ML63 AMG, CLK63 AMG, R63 AMG, and SL63 AMG models equipped with AMG M156 6.2 liter V8 engines that were sold or leased in New Jersey ("New Jersey Class")

Texas: All current and former owners and lessees of 2007-2011 Mercedes-Benz C63 AMG, E63 AMG, S63 AMG, CL63 AMG, CLS63 AMG, ML63 AMG, CLK63 AMG, R63 AMG, and SL63 AMG models equipped with AMG M156 6.2 liter V8 engines that were sold or leased in Texas ("Texas Class")

Excluded from these Classes are Defendants, as well as Defendants' employees, affiliates, officers, and directors, including franchised dealers, any individuals who experienced physical injuries as a result of the defects at issue in this litigation and the Judge to whom this case is ultimately assigned. Plaintiffs reserve the right to amend the definition of the Classes if discovery and/or further investigation reveals that the Classes should be expanded or otherwise modified. The California Class, New Jersey Class, and Texas Class are hereinafter referred to collectively as "Classes".

54. Numerosity / Luminosity / Impracticality of Joinder: The members of the Classes are so numerous that joinder of all members would be impractical. Plaintiffs reasonably estimate that there are thousands of Class members who purchased the relevant vehicles. The members of the Classes are easily and readily identifiable from information and records in Defendants' possession, control, or custody.

55. Commonality and Predominance: There is a well-defined community of interest and common questions of law and fact that predominate over any questions affecting the individual members of the Classes. These common legal and factual questions, which exist without regard to the individual circumstances of any Class member, include, but are not limited to, the following:

- a. Whether the M156 engines in the subject vehicles are defective;
- b. Whether Defendants omitted, misrepresented, concealed, or manipulated material facts from Plaintiffs and the Classes regarding the defects, the actions taken to address the defects, and the end result of said actions;

- c. Whether Defendants engaged in fraudulent business practices with respect to the sale of the Mercedes-Benz vehicles with the respective M156 engines;
- d. Whether Defendants had a duty to disclose the defects to the Plaintiffs and Classes;
- e. Whether Defendants violated the Magnuson-Moss Act;
- f. Whether Defendants breached express warranties pursuant to Plaintiffs and the Classes;
- g. Whether Defendants breached implied warranties pursuant to Plaintiffs and the Classes;
- h. Whether Defendants breached their duty of good faith and fair dealing;
- i. Whether Plaintiffs and the Classes are entitled to damages; and,
- j. Whether Plaintiffs and the Classes are entitled to equitable relief or other relief, and the nature of such relief.

56. Typicality: The Plaintiffs' claims are typical of Classes in that Plaintiffs and the Classes all suffered damages as a direct proximate result of the same wrongful practices that the Defendants engaged in. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the members of the Classes' claims. Plaintiffs' claims are based upon the same legal theories as the members of the Classes' claims. The only difference between the Plaintiffs' and members of the Classes' claims would lie in the amount of damages sustained, which could be determined readily and does not bar class certification.

57. Adequacy: Plaintiffs will fully and adequately protect the interests of the members of the Classes and have retained class counsel who are experienced and qualified in

prosecuting class actions, including consumer class actions and other forms of complex litigation. Neither the Plaintiffs nor their counsel have interests which are contrary to, or conflicting with, those interests of the Classes.

58. Superiority: A class action is superior to all other available methods for the fair and efficient adjudication of this controversy because, *inter alia*: it is economically impracticable for members of the Classes to prosecute individual actions; prosecution as a class action will eliminate the possibility of repetitious and redundant litigation; and, a class action will enable claims to be handled in an orderly, expeditious manner.

G. COUNT 1 – DEFENDANTS’ VIOLATION OF THE MAGNUSON-MOSS ACT – EXPRESS WARRANTY

59. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully set forth herein.

60. The Mercedes-Benz vehicles containing AMG M156 engines are “consumer products” as that term is defined by 15 U.S.C. §2301(1).

61. Plaintiffs and members of the Classes are “consumers” as that term is defined by 15 U.S.C. §2301(3).

62. Defendants are a “supplier” as that term is defined by 15 U.S.C. §2301(4).

63. Defendants are a “warrantor” as that term is defined by 15 U.S.C. §2301(5).

64. Defendants provided Plaintiffs and members of the Classes with “written warranties” as that term is defined by 15 U.S.C. §2301(6).

65. Section 15 U.S.C. §2310(d)(1) provides that a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this title, or a written warranty, implied warranty, or service contract, may bring suit for damages and

other legal and equitable relief in any court of competent jurisdiction in any state or in an appropriate District Court of the United States.

66. Defendants breached its express warranties by selling Mercedes-Benz vehicles that had defective engines at the time of sale.

67. Defendants further breached its express warranties by either refusing to replace the defective parts or replacing the defective parts with new defective parts.

68. In its capacity as supplier, warrantor, and service provider, and by the conduct described herein, any attempt by Defendants to limit its express warranties in a manner that would exclude or limit coverage for the defective engine is unconscionable and any such effort to disclaim or limit liable for said defects is void.

H. COUNT 2 – DEFENDANTS’ VIOLATION OF THE MAGNUSON-MOSS ACT – IMPLIED WARRANTY

69. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully set forth herein.

70. The Mercedes-Benz vehicles containing AMG M156 engines are “consumer products” as that term is defined by 15 U.S.C. §2301(1).

71. Plaintiffs and Classes’ members are “consumers” as that term is defined by 15 U.S.C. §2301(3).

72. Defendants are a “supplier” as that term is defined by 15 U.S.C. §2301(4).

73. Defendants are a “warrantor” as that term is defined by 15 U.S.C. §2301(5).

74. Defendants provided Plaintiffs and members of the Classes with “written warranties” as that term is defined by 15 U.S.C. §2301(6).

75. Defendants provided Plaintiffs and members of the Classes with “implied warranties” as that term is defined by 15 U.S.C. §2301(7).

76. In its capacity as supplier, warrantor, and service provider, and by the conduct described herein, any attempt by Defendants to limit its implied warranties in a manner that would exclude or limit coverage for the defective M156 engine is unconscionable and any such effort to disclaim or limit liability for said defects is void.

77. Defendants has had a reasonable opportunity to cure the defects, and any further obligation that may exist is extinguished by operation of law as a result of, *inter alia*, Defendants' conduct as described herein, including Defendants' knowledge of the defects, denial of the defects, cover-up of the defects, and its improper action, and inaction in the face of its knowledge of the defects.

78. In addition, Defendants received, on information and belief, thousands of complaints and other notices from consumers advising it of the defects associated with the relevant vehicles.

I. COUNT 3 – DEFENDANTS' BREACH OF EXPRESS WARRANTY

79. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully set forth herein.

80. Defendants' New Vehicle Warranty expressly warrants that:

DEFECTS: Mercedes-Benz USA, LLC (MBUSA) warrants to the original and each subsequent owner of a new Mercedes-Benz vehicle that any authorized Mercedes-Benz Center will make any repairs or replacements necessary, to correct defects in material or workmanship arising during the warranty period.

81. The respective M156 engines were defective in breach of the warranty.

82. Defendants breached the warranty by failing to repair M156 engines to a condition free of defects, as opposed to replacing parts that still rendered the engines defective.

83. To the extent that Defendants' express warranty purports to limit, in any manner, coverage for defective design and/or manufacture of the M156 engine, the warranty is both procedurally and substantively unconscionable.

84. As set forth herein, any such disclaimers were unconscionable because Defendants knew or should have known that the M156 engine was defective when they sold and/or leased to Plaintiffs and members of the Classes their Mercedes-Benz vehicles.

85. As a direct and proximate cause of Defendants' express warranty breach, Plaintiffs and members of the Classes have been damaged.

J. COUNT 4 - DEFENDANT'S BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

86. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully set forth herein.

87. Defendants' implied warranty of merchantability accompanied the sale and/or lease of the Mercedes-Benz vehicles and their respective M156 engines to Plaintiffs and the members of the Classes. The defects rendered the subject Mercedes-Benz vehicles unmerchantable.

88. The premature wearing and subsequent destruction of the M156 engines resulting from the undisclosed defect rendered the respective Mercedes-Benz vehicles defective and unfit for their advertised, ordinary purpose for which they were purchased and used.

89. As set forth herein, any effort by Defendants to disclaim or otherwise limit their responsibility for the defective M156 engines was unconscionable under all of the circumstances.

90. Through the conduct described herein, Defendants breached their implied warranty of merchantability and are liable to Plaintiffs and members of the Classes.

91. As a direct and proximate result of Defendants' breach, Plaintiffs and members of the Classes have sustained damages.

K. COUNT 5 – DEFENDANTS' BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

92. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully set forth herein.

93. In the course of purchasing and obtaining service for their respective Mercedes-Benz vehicles, Plaintiffs and members of the Classes entered into agreements with Defendants, and/or were otherwise in contractual privity.

94. The agreements were subject to implied covenants of good faith and fair dealing, requiring that Defendants conduct business with Plaintiffs and members of the Classes in good faith and deal fairly and justly with them.

95. Defendants breached the implied covenants of good faith and fair dealing by selling Plaintiffs and members of the Classes Mercedes-Benz vehicles that were equipped with defective M156 engines, and by intentionally subjecting Plaintiffs and members of the Classes to defects that were known and/or contemplated at the time of purchase. Defendants further breached the implied covenants of good faith and fair dealing by denying the existence of known, documented, reported defects and problems, and in some cases making efforts to avoid service, repair, and replacement obligations.

L. COUNT 6 – VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT

96. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully set forth herein.

97. Plaintiffs and members of the Classes are consumers who purchased or leased a Mercedes-Benz Vehicle containing an M156 engine.

98. Defendants used, by means of an affirmative act, an unconscionable commercial practice, deception, fraud, false pretense, false promise or misrepresentation, in connection with the advertisement or sale of its Vehicles with the capacity and/or intent to mislead or deceive Plaintiffs and the Classes in violation of N.J.S.A. 56:8-1 *et seq.* (the “New Jersey Consumer Fraud Act”).

99. In addition, Defendants knowingly concealed, suppressed, omitted, left out, or did not mention important or significant facts purposely or with the intent that Plaintiffs and the Classes would rely on that concealment, suppression and/or omission in connection with the sale or advertisement of its Vehicles in violation of the New Jersey Consumer Fraud Act. Plaintiffs and the Classes relied upon the facts as communicated to them without having the opportunity to also consider the facts, which were concealed, suppressed, or omitted when they purchased or leased their Mercedes-Benz Vehicles.

100. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiffs and members of the Classes have suffered or will suffer damages, which include, without limitation, the diminution in value of Plaintiffs’ and members of the Classes’ vehicles and reimbursement of the costs and expenses already expended by Plaintiffs and members of the Classes as a result of the defects in an amount to be determined at trial.

101. As a direct and proximate result of Defendants’ conduct, Plaintiffs and the Classes are entitled to treble damages and attorneys’ fees.

M. JURY DEMAND

102. The Plaintiffs reserve the right to amend this complaint and demands a trial by jury for all of their claims at law.

N. DAMAGES and PRAYER

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them jointly and severally, as follows:

1. An order certifying this action as a class action, appointing Plaintiffs as Classes and appointing Plaintiffs' counsel as Class counsel;
2. All compensatory damages on all applicable claims in an amount to be proven at trial;
3. An order directing disgorgement and restitution of all improperly retained monies by Defendants;
4. An order permanently enjoining Defendants from engaging in the unlawful practices, as alleged herein;
5. For an injunction to prohibit Defendants from engaging in the unconscionable commercial practices complained of herein, and for an injunction requiring to give notice to persons to whom restitution is owing of the means by which to file for restitution;
6. For punitive damages in an amount to be determined at trial;
7. An award of attorneys' fees, costs, and expenses;
8. There are no claims from a split-recovery statute being made; and,
9. All other and further relief, including equitable and injunctive relief, that the Court deems appropriate and just under the circumstances.

Respectfully submitted,

Date: January 19, 2012

By: s/ Lisa J. Rodriguez

By: s/ Nicole M. Acchione

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EXHIBIT A



Mercedes-Benz

Service and Warranty Information 2009

Passenger Cars and Trucks (except Mercedes-Benz SLR McLaren)

CHAN
20976-000024

QUICK REFERENCE TO WARRANTY COVERAGE

(Complete warranty coverage starts on page 11)

BASIC WARRANTY	4 Years/50,000 Miles
TIRES, WHEEL ALIGNMENT AND BALANCING, BRAKE DISCS AND PADS, GLASS, WIPER BLADES AND INSERTS	1 Year/12,000 Miles
EMISSION PERFORMANCE/CONTROL (Federal)	2 Years/24,000 Miles
EMISSION PERFORMANCE/CONTROL (Federal)	8 Years/80,000 Miles (Limited Coverage - please refer to text)
ELECTRO-HYDRAULIC BRAKE SYSTEM (SL-Class only)	10 Years/Unlimited Miles (Limited Coverage - please refer to text)
EMISSION PERFORMANCE (California, Maine, Massachusetts, Connecticut, Rhode Island, Pennsylvania, Vermont, New Jersey*, Oregon, Washington)	3 Years/50,000 Miles
EMISSION CONTROL (California, Maine, Massachusetts, Connecticut, Rhode Island, Pennsylvania, Vermont, New Jersey*, Oregon, Washington)	7 Years/70,000 Miles (Limited Coverage - please refer to text)
EMISSION PERFORMANCE/CONTROL (California, Maine, Massachusetts, New York, Connecticut, Rhode Island, Vermont, New Jersey*, Oregon) Partial Zero-Emission Vehicles (PZEV) Only	15 Years/150,000 Miles (Limited Coverage - please refer to text)
Years in Service	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

* Effective as of January 2009 deliveries

CHAN
20976-000025

Dear Mercedes-Benz Owner:

*As an authorized Mercedes-Benz Dealer, we are dedicated
to providing you with unparalleled Commitment to Excellence
in Sales and Service.*

We will always do everything possible to live up to this commitment.

Authorized Mercedes-Benz Center's Signature and Stamp

CHAN
20976-000026

1

Authorized Mercedes-Benz Center Information

Name: _____

Address: _____

City, State, ZIP Code: _____

Sales Department Hours: _____

Telephone: _____ Fax: _____ E-mail: _____

Service Department Hours: _____

Telephone: _____ Fax: _____ E-mail: _____

Parts Department Hours: _____

Telephone: _____ Fax: _____ E-mail: _____

Additional Customer Assistance/Services: _____

Vehicle Warranty Information

Model _____

European Delivery ☐

Domestic Delivery ☐

Serial Number _____

Delivery/Warranty: Mo. _____ Day _____ Yr. _____

VIN _____

Selling Dealer Code: _____

Owner _____

LIMITED WARRANTY TERMS: The first to occur of 4 Years or 50,000 miles from date of delivery or when put into service. (See details starting on page 11 of this booklet.)

OTHER: _____

Address _____

City/State/ZIP _____

Owner's Signature

CHAN
20976-000028

New Vehicle Systems Checkout Inspection/Delivery

NEW VEHICLE
PRE-DELIVERY
INSPECTION
PERFORMED

Month _____ Day _____ Year _____

Delivery and Owner Instructions

Owner instructed in operation of vehicle per
Mercedes-Benz New Vehicle Delivery Program

☐

Service and Warranty Information Booklet,
Operator Manuals and Maintenance Booklet
reviewed with owner

☐

Owner introduced to Service Department Staff

☐

Owner instructed on: Maintenance Schedule
Tire Rotation
Tele Aid
Roadside Assistance

☐☐☐☐

Service Manager's Signature

Mercedes-Benz Representative's Signature

Contents

To the Owner/Service Welcome	6
New Vehicle Limited Warranty	11
Emission Control System Maintenance	21
Emission Systems Warranty (Federal)	22
Emission Performance Warranty (Federal)	24
Notice of Address Change or Pre-Owned Vehicle Purchase	Centerfold
Warranted Emission Related Components - Gasoline or Flexible Fuel Engines	30
Warranted Emission Related Components - Diesel Engines	31
CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Emission Control System Warranty	32
CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA - Defect Warranty Coverage - Gasoline or Flexible Fuel Engines	40
CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA - Defect Warranty Coverage - AdBlue® BlueTEC Diesel Engines	42
CA, ME, MA, VT, CT, RI, NJ*, OR and NY Emission Control System Warranty PZEV	44
CA, ME, MA, VT, CT, RI, NJ*, OR and NY - Warranty Emission Related Components PZEV	52
Warranty Enforcement Laws (Lemon Laws)	53
Important Notice for California Retail Buyers and Lessees of Mercedes-Benz Vehicles	54
Questions, Loss of Warranty Booklet	55
Address Change, Special Adjustment Programs	56
To Purchasers of Pre-Owned Mercedes-Benz Vehicles	57

* Effective as of January 2009 deliveries

CHAN
20976-000030

Service and Warranty

To the Owner

General

The subsequent pages of this Service and Warranty Information booklet describe some service requirements and the warranties you receive as a Mercedes-Benz owner.

Your vehicle is covered under the terms of these "Warranties" and your authorized Mercedes-Benz Center will exchange or repair any defective parts in accordance with the terms of such warranties within stated limits.

Please keep this booklet together with the Operator's Manual, Maintenance Booklet and other documents concerning your vehicle so that future owners will have access to this literature if you should sell the vehicle.

Replacement Parts for Your Mercedes-Benz

Genuine Mercedes-Benz parts, exchange units and factory approved accessories are the recommended replacement parts for your Mercedes-Benz vehicle and are available through your authorized Mercedes-Benz Center.

These parts meet the same exacting quality control standards as the original equipment on your vehicle and comply with all applicable Federal and State safety regulations.

Consult your authorized Mercedes-Benz Center for warranty and other details. Also ask your Center about exchange parts under the Mercedes-Benz Exchange Program. These parts cost less than new parts but carry the same warranty terms.

Service and Warranty

Mercedes-Benz Service Welcome - Model Year 2009

First Tire Rotation

Please bring your Mercedes-Benz vehicle to an authorized Mercedes-Benz Center for its first tire rotation at the mileage recommended in the tire manufacturer's warranty pamphlet included in your vehicle's literature portfolio, or at the first signs of irregular tread wear, whichever occurs first.

This first tire rotation is at no charge provided it is performed at an authorized Mercedes-Benz Center within the United States or Puerto Rico and prior to 5,000 miles on the vehicle odometer. Beyond this mileage, tire rotations are not covered by MBUSA.

Tire rotations, if applicable to your vehicle's tire configuration (see Maintenance Booklet or Operator's Manual), should be performed in accordance with the tire manufacturer's recommended intervals, or sooner at the first signs of irregular (uneven) tread wear. Tire manufacturer's rotation recommendations will necessitate a

tire rotation at least once in between maintenance services and at every maintenance service based on Mercedes-Benz maintenance intervals. Please note that the useful life of tires will vary depending on tire type, speed rating, road surfaces and individual driving style, among other factors.

In cases where your vehicle's configuration will not allow for a tire rotation, tires will be checked for proper inflation pressure and the tire tread will be inspected at no charge provided this is performed at an authorized Mercedes-Benz Center within the United States or Puerto Rico and prior to 5,000 miles on the vehicle odometer.

Tire rotations, if applicable to your vehicle's tire configuration, are a required maintenance service. Not performing tire rotations may void the Mercedes-Benz tire warranty coverage. See page 11 for details.

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20976-000032

Service and Warranty

As a MERCEDES-BENZ OWNER you deserve service unparalleled in the industry.

To meet your service needs, your authorized Mercedes-Benz Center employs a specially factory trained staff using the latest diagnostic and service techniques. Whether it is a small adjustment or major service, your authorized Mercedes-Benz Center will work to accommodate you quickly and efficiently.

Finally, should you ever experience an emergency repair situation, our 24-Hour Roadside Assistance Program is only a toll free call away. (1-800-FOR-MERCEdes)

Service and Warranty

***THANK YOU . . . for the confidence you have placed in us. We will always
do everything possible to continue to earn your trust and goodwill.***

Business Card
of
Mercedes-Benz Representative
(Insert here)

Business Card
of
Service Manager
(Insert here)

CHAN
20976-000034

Service and Warranty

Service and Warranty

Limited Warranty - 2009 Registration Year Vehicles

Items Which Are Covered:

DEFECTS: Mercedes-Benz USA, LLC (MBUSA) warrants to the original and each subsequent owner of a new Mercedes-Benz vehicle that any authorized Mercedes-Benz Center will make any repairs or replacements necessary, to correct defects in material or workmanship arising during the warranty period.

ANY AUTHORIZED MERCEDES-BENZ CENTER: Any authorized Mercedes-Benz Center of the owner's choice will perform warranty repairs or replacements. The vehicle should be delivered to an authorized Mercedes-Benz Center during normal service hours. A reasonable time should be allowed after taking the vehicle to an authorized Mercedes-Benz Center for performance of the repair.

WARRANTY PERIOD: This warranty is for 48 months or 50,000 miles, whichever occurs first.

WARRANTY STARTS: The warranty period starts on the date the vehicle is delivered to the first retail purchaser or put in service as an authorized Mercedes-Benz Center demonstrator or Mercedes-Benz USA, LLC (MBUSA) or Mercedes-Benz U.S. International, Inc. (MBUSI) or Mercedes-Benz Service Corporation (MBSC) company vehicle.

WHEEL ALIGNMENT AND BALANCING: Wheel alignment and wheel balancing as a result of a manufacturing defect are covered during the first 12 months or 12,000 miles, whichever occurs first, and will be performed by any authorized Mercedes-Benz Center. (> pg 14)

TIRES: The tires supplied on your vehicle are covered against defects in material or workmanship for the period of 12 months and/or 12,000 miles from date of delivery or when the vehicle was put in service.

Should the tire become unserviceable for either of the above reasons, the tire will be replaced free of charge, including mounting and balancing, provided 1.6 mm of tread depth remains over the entire tread surface. (> pg 14)

The tire manufacturer's warranty coverage may extend beyond the Mercedes-Benz coverage. See tire manufacturer's warranty booklet in the owner's literature package or consult with the tire manufacturer's dealer for specific details.

Tire rotations, if applicable to your vehicle's tire configuration, are a required maintenance service. Not performing tire rotations may void the Mercedes-Benz tire warranty coverage. See page 7 for information on the First Tire Rotation provided at no charge at an authorized Mercedes-Benz Center courtesy of Mercedes-Benz.

CHAN
20976-000036

Service and Warranty

Limited Warranty - 2009 Registration Year Vehicles

Items Which Are Covered: (cont'd)

BRAKE PADS AND DISCS: Brake pads and discs are covered against defects in material or workmanship for 12 months or 12,000 miles, whichever occurs first. (> pg 14)

GLASS: Glass is warranted against stress cracks for 12 months or 12,000 miles, whichever occurs first. (> pg 15)

WIPER BLADES AND INSERTS: Wiper blades and wiper blade inserts are covered against defects in material or workmanship for 12 months or 12,000 miles, whichever occurs first. (> pg 14)

PORTABLE/REMOVABLE ELECTRONIC DEVICES: Original and replacement Mercedes-Benz mobile phone handsets, cradles, Bluetooth® adaptors, and batteries are covered for 12 months from the date of purchase or replacement.

NO CHARGE: Warranty repairs will be made at no charge for parts and labor.

WARRANTY AVAILABLE: This warranty is applicable only in the United States and Puerto Rico. If you take your vehicle to Canada temporarily, such as on vacation, warranty service may be requested from any authorized Mercedes-Benz Center.

In all other countries defects in material and workmanship will be handled in accordance with the terms and limitations of the Daimler AG Limited Warranty of 24 months with unlimited miles.

Service and Warranty

Limited Warranty - 2009 Registration Year Vehicles

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EXCEPT FOR THE EMISSION SYSTEMS WARRANTIES, THIS IS THE ONLY WARRANTY GIVEN WITH THE PURCHASE OF A MERCEDES-BENZ VEHICLE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE FIRST TO OCCUR OF 48 MONTHS OR 50,000 MILES FROM THE DATE OF INITIAL OPERATION OR ITS RE-

TAIL DELIVERY, WHICHEVER EVENT SHALL FIRST OCCUR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC, MERCEDES-BENZ SERVICE CORPORATION OR THE AUTHORIZED MERCEDES-BENZ CENTER NEITHER ASSUME NOR AUTHORIZE ANY PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH VEHICLE. NO PAYMENT OR OTHER COMPENSATION WILL BE MADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE SUCH AS DAMAGE OR INJURY TO PERSON

OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE PAID, INCURRED OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPAIRED OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, so the above limitation may not apply to you.

CHAN
20976-000038

Service and Warranty

Limited Warranty - 2009 Registration Year Vehicles

Items Which Are Not Covered:

TIRE DAMAGE: Damage to the tires such as punctures, cuts, snags, bruises, impact damage and breaks resulting from pothole impact, curb impact or from other objects, are not covered. Damage from incorrect inflation, excessive axle load, high speed spinning (when stuck in ice, mud or snow), tire chains, racing or competitive driving events, incorrect mounting or demounting, improper puncture repair, misuse, negligence, alteration and misapplication, are not covered. Rapid or irregular tread wear due to lack of tire rotation according to the tire manufacturer's recommendations or incorrect wheel alignment or tire balance is not covered. Tread wear out is also not covered.

WHEEL ALIGNMENT: Adjustments for road crown issues are not covered.

BRAKE PADS AND DISCS: Replacement due to normal wear or as part of regular maintenance is not covered.

WIPER BLADES AND INSERTS: Damaged or worn wiper blades and wiper blade inserts are not covered.

DAMAGE DUE TO ACCIDENTS, MISUSE OR NEGLIGENCE: Accidents or damage from objects striking the vehicle. Misuse of the vehicle such as driving over curbs, overloading, improper operation, storage or transport (Proper use is described in the Operator's Manual).

DAMAGE DUE TO LACK OF MAINTENANCE: Lack of proper maintenance as described in the Maintenance Booklet. Use of service parts or fluids, such as paper oil filters or improper engine oil, which are non-approved by MBUSA, will cause engine damage not covered by the warranty.

NORMAL MAINTENANCE IS OWNER'S RESPONSIBILITY: Cleaning and polishing, lubrication and filters, engine tune-up, replacing worn wiper blades, wiper rubber inserts, brake pads and discs, and clutch discs and pressure plates are some of the normal maintenance services required and are not covered by this warranty. See Maintenance Booklet for details.

Damage caused by the use of improper filters (including oil filters), engine oils, fluids, cleaners, polishes, or waxes is not covered. Original equipment remote control key batteries are covered for the first 90 days from the vehicle warranty start date.

Service and Warranty

Limited Warranty - 2009 Registration Year Vehicles

Items Which Are Not Covered: (cont'd)

DAMAGE DUE TO ALTERATIONS: Alterations by changing or adding to the vehicle can adversely affect its performance, reliability and longevity and are not covered by this warranty.

DAMAGE CAUSED BY REPAIR PARTS: Malfunctions caused by the use of other than Genuine Mercedes-Benz parts and accessories and damages or malfunctions resulting from poor fuel quality or from blending additional fuel additives other than those expressly approved for use in exceptional circumstances (see vehicle operator's manual) by MBUSA are not covered.

DAMAGE CAUSED BY IMPROPER BODY REPAIRS: Damage or malfunctions caused by body repairs not performed in accordance with Mercedes-Benz specified repair procedures or otherwise improperly performed are not covered by this warranty.

ALTERED ODOMETER: No warranty coverage shall apply to any vehicle on which the odometer has been altered and the actual mileage cannot be determined.

DAMAGE FROM THE ENVIRONMENT: Parts made from cloth or leather (upholstery, convertible tops, trim items), wood, paint or chrome which have been affected by airborne fallout, such as chemical and tree sap, or by road salt, hail, windstorm or other environmental factors are not covered by this warranty.

DAMAGE TO GLASS: Glass breakage or scratches are not covered unless positive physical proof of a manufacturing defect can be established.

EXTRA EXPENSES: This warranty does not cover payment for loss of use of the vehicle during warranty repairs nor lodging bills, substitute transportation rentals, or other travel costs, telephone calls, loss of pay, or other economic loss or consequential damages.

CHANGES IN DESIGN: The manufacturer has reserved the right to make any changes in design or to make additions to, or upon its products without incurring any obligations to install the same equipment on motor vehicles previously built.

CHAN
20976-000040

Service and Warranty

Mercedes-Benz New Vehicle Limited Warranty - Things You Should Know

General

Our intention is to repair under warranty, without charge to you, anything that goes wrong with your vehicle during the warranty period which is our fault. All we ask is that you properly maintain and care for the vehicle and that you have warranty repairs performed by an authorized Mercedes-Benz Center.

Please note the difference between "defects" and "damage" as used in the warranty. Defects are covered since we, the distributor are responsible. Conversely, we have no control over damage caused by such things as, but not limited to collision, misuse, and lack of or improper maintenance. Therefore, damage for whatever reason is not covered by the warranty.

It is the owner's responsibility to maintain the vehicle according to the Maintenance Schedule provided. All maintenance services must be accomplished to keep your warranty coverage

valid. When requesting service or repair work under warranty, the owner must present to the authorized Mercedes-Benz Center evidence that the periodic servicing requirements have been accomplished. Receipts covering completion of required servicing should be retained in the event a question arises concerning maintenance.

These receipts should be transferred to each subsequent owner of the vehicle. For your convenience, the Maintenance Booklet has been designed to incorporate the signature of your authorized Mercedes-Benz Center upon completion of the required maintenance services.

This signature is evidence of completion of the maintenance services and should be kept together with other receipts, repair orders and invoices.

If the owner has a warranty claim and can show through receipted invoices that the vehicle has received the required servicing, the dealer will perform the warranty work without charging for parts and labor. It is the responsibility of the owner to prove and the dealer to judge whether the required maintenance service has been performed.

MBUSA's obligation is limited to the authorization to exchange or repair at its option such parts which are acknowledged by it to be defective. In case of defective assemblies, factory rebuilt units can be used in exchange instead of their repair. The replaced defective parts or assemblies shall become the property of MBUSA. Warranty repairs do not constitute an extension of the original warranty period for the vehicle or a part thereof.

Service and Warranty

Mercedes-Benz New Vehicle Limited Warranty - Things You Should Know

Insurance Write-Off; or Repaired or Replaced Parts

Any vehicle which has been damaged to such an extent that the owner, insurer, financing institution or leasing company determined the vehicle to be a "total loss", "write off" or equivalent, is not covered by this warranty. This includes but is not limited to vehicles issued a "salvage", "scrap", "dismantled" or similar title under any state's law.

Any parts repaired or replaced under an insurance claim or required as a result of events which are not covered under this warranty (see "Items Which Are Not Covered", page 14), for example, damages due to accidents, misuse, or negligence, and in either case, any subsequent consequential damage to the vehicle are not covered by this warranty.

Paint and Other Appearance Items

Defects in paint, trim or other appearance items are normally taken care of during our new vehicle preparation or by the dealer during new vehicle inspection. We suggest that if you find any paint or appearance problems that you advise your dealer as soon as possible since deterioration due to use and exposure is not covered by the warranty.

The instructions in your Operator's Manual regarding the care of paint, upholstery, trim items and convertible tops, as applicable, must be followed explicitly to maintain your warranty coverage.

CHAN
20976-000042

Service and Warranty

Mercedes-Benz New Vehicle Limited Warranty - Things You Should Know

Body Repair Information

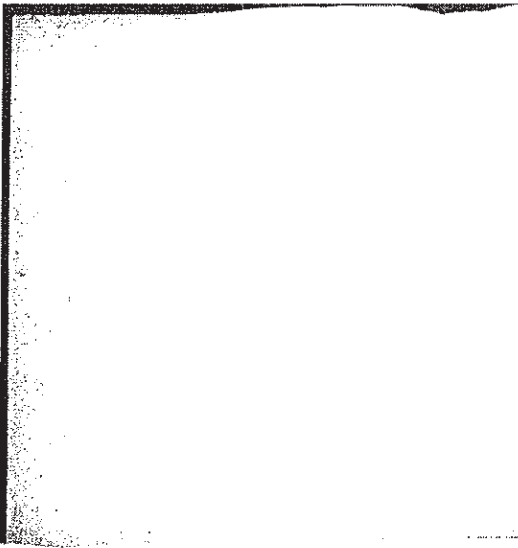
Due to the materials and assembly procedures used in the production of Mercedes-Benz vehicles, it is strongly recommended that any paint work/body repairs be performed using Genuine Mercedes-Benz parts by repair facilities which have been certified by Mercedes-Benz USA as having the tools, equipment and training necessary to perform such repairs. Mercedes-Benz USA has certified a network of body repair facilities which are qualified to perform both cosmetic and structural repairs to your vehicle.

While the vehicle owner may elect to have repairs (collision damage/paint repair work) performed by any automobile body repair establishment or individual, damage or malfunction caused by body repairs not performed in accordance with Mercedes-Benz specified repair procedures are not covered by the Mercedes-Benz New Vehicle Limited Warranty.

Customer Repair Orders

Should your vehicle need paint work/body repair or if you have any questions please contact your authorized Mercedes-Benz Center or call 1-800-FOR-MERCEDES.

Your servicing dealer will give you a copy of the Repair Order on all warranty repairs performed. Please keep this copy with your vehicle records.

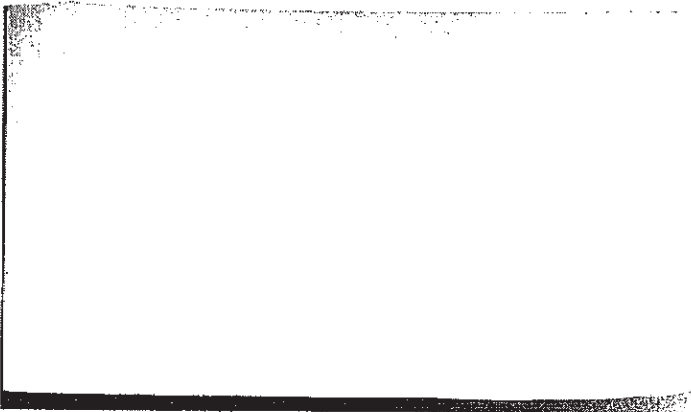


SECRET

Notes

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20976-000044

SECRET



Service and Warranty

Mercedes-Benz New Vehicle Limited Warranty Coverage Addendum

Warranty Coverage Extension (Electro-Hydraulic Brake System Hydraulic Pump)

The following applies to all SL-Class vehicles equipped with the Electro-hydraulic brake system.

The Mercedes-Benz New Vehicle Limited Warranty coverage on the hydraulic pump within the Electro-hydraulic brake system is extended to 10 years with unlimited miles from the vehicle's warranty start date. Other components of the Electro-hydraulic brake system are not covered by this warranty extension.

This extension of the Mercedes-Benz New Vehicle Limited Warranty applies to these vehicles regardless of ownership. All of the other warranty terms apply to this extension.

Service and Warranty

Emission Control System Maintenance

General

The law requires your vehicle to conform to exhaust emission standards. To provide the best vehicle performance and lowest vehicle emissions, you are responsible to see that all recommended maintenance procedures detailed in the Maintenance Booklet are performed at the specified times and mileages. The emission control warranty does not cover failures due solely to owner abuse or lack of proper maintenance.

More frequent maintenance may be needed for vehicles under severe operating conditions such as dusty areas, very short trip driving or trailer towing.

While maintenance service can be performed by any qualified service outlet, we recommend that all maintenance services be performed by your authorized Mercedes-Benz Center who is equipped with the tools, instruments, and literature necessary for correct and systematic performance of these services. Although warranty obligations are not dependent upon the use of any particular brand of replacement parts and you may elect to use non-Genuine Mercedes-Benz parts for replacement purposes, we recommend the use of Genuine Mercedes-Benz parts for service and repairs, since they have been made according to the manufacturer's specifications. It is also important to use only fuels and lubricants meeting factory specifications, since the emission systems warranty does not cover repair or replacement of parts necessitated by failure of such items.

For detailed information concerning emission control system maintenance, please refer to your Maintenance Booklet. If you should desire further information concerning tune-up specifications or emission control system maintenance jobs, we recommend obtaining maintenance-related literature. Such literature is available from either your authorized Mercedes-Benz Center or directly from Mercedes-Benz USA, LLC.

CHAN
20976-000046

Service and Warranty

Emission Systems Warranty (Federal)

General

In accordance with the requirements of the Federal Clean Air Act as amended, Mercedes-Benz USA, LLC warrants to the original and each subsequent owner of a new Mercedes-Benz vehicle that:

(1) the vehicle was designed, built and equipped so as to conform, at the time of sale to the original owner, with the then applicable regulations issued by the Federal Environmental Protection Agency under authority of the Federal Clean Air Act as amended; and

(2) the vehicle is free from defects in materials and workmanship at the time of sale which would cause it not to conform with those regulations within a period of two years or 24,000 miles from the date of initial operation of the vehicle, whichever occurs first; and

(3) is free from defects in material and workmanship in specific emission related parts as specified in the lists shown on page 30 which would cause them not to conform with those requirements for a period of 8 years or 80,000 miles, whichever occurs first.

This Warranty Does Not Apply To:

1. The repair or replacement of warranted parts which are scheduled to be replaced prior to 80,000 miles. These parts are no longer covered once they have been replaced at the first required replacement interval during a regular maintenance service.
2. Any vehicle on which the odometer mileage has been altered and the vehicle's actual mileage cannot be readily determined.
3. Loss of time, inconvenience, loss of the use of the vehicle or similar incidental or consequential damages.

Service and Warranty

Emission Systems Warranty (Federal)

This warranty will be performed by any authorized Mercedes-Benz Center of the owner's choice - repairing, replacing or adjusting at the dealer's discretion, upon delivery of the vehicle to the dealer's place of business without charge for parts and labor (including diagnosis), using Genuine Mercedes-Benz parts to assure compliance with applicable regulations. Parts replaced under this warranty become the property of the warrantor.

This warranty is available on a vehicle purchased in the United States or in any U.S. possession governed by U.S. law.

In all other countries, defective parts will be repaired or replaced free of charge only in accordance with the terms and limitations of the warranty for new Mercedes-Benz vehicles in effect at the time in such countries.

WITH RESPECT TO EMISSION SYSTEMS, THIS WARRANTY AND THE EMISSIONS PERFORMANCE WARRANTY ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC, MERCEDES-BENZ SERVICE CORPORATION OR THE SELLING AUTHORIZED MERCEDES-BENZ CENTER NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.

See page 30, 31 and 52 for components covered by this warranty.

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20976-000048

Service and Warranty

Emission Performance Warranty (Federal) - Things You Should Know

General

You may present a claim under this warranty immediately after your vehicle has failed an EPA approved emission short test if, as a result of that failure, you are required by law to repair the vehicle to avoid the imposition of a penalty or sanction. You do not need to suffer the loss of the right to use the vehicle, pay a fine, or incur repair expenses before bringing this claim. Your warranty claim may be presented to any authorized Mercedes-Benz Center of your choice in the USA or its territories.

The dealer will honor or deny your claim within a reasonable time not to exceed 30 days, from the time at which your vehicle is initially presented for repair or within any time period specified by local, State or Federal Law, whichever is shorter, except when a delay is caused by events not attributable to MBUSA or your authorized Mercedes-Benz Center. You will be notified in writing by your authorized Mercedes-Benz Center of the reason for any denial of your claim.

Your dealer is required by law to honor your claim if such notice of denial is not received by you within said time period.

You may obtain further information concerning the emission performance warranty or report violations of the terms of the Emission Performance Warranty by contacting the Director, Field Operation and Support Division (EN-397F), Environmental Protection Agency, 401 "M" Street, SW., Washington, D.C. 20460.

Service and Warranty

Emission Performance Warranty (Federal)

NOTE: The Emission Performance Warranty is required by Federal Law, and is effective only to the extent required by that law. To the extent the underlying law is suspended or amended, this Warranty is automatically altered in the same manner, without further notice.

Mercedes-Benz USA, LLC (MBUSA) warrants to the original and each subsequent owner of a new Mercedes-Benz vehicle that:

a. If the vehicle is maintained and operated in accordance with MBUSA's written instructions for required maintenance and use, and

b. If the vehicle fails to conform at any time during 8 years or 80,000 miles, whichever first occurs, to the applicable emission standards as ascertained by an EPA-approved emission short test, and

c. If such non-conformity results or will result in the vehicle owner having to bear any penalty or other sanction (including the denial of the right to use the vehicle) under local, State or Federal law, then any authorized Mercedes-Benz Center during the first 24 months or 24,000 miles will make any repairs or replacements necessary to specified systems/components to correct the non-conformity or so that the vehicle will pass the smog check test at no charge for parts and labor (including diagnosis).

For the remainder of the 8 years or 80,000 miles the authorized Mercedes-Benz Center will correct only those deficiencies directly related to the specified components in the attached list which have been installed in or on the vehicle for the sole or primary purpose of reducing vehicle emissions and that were not in general use prior to Model Year 1968.

CHAN
20976-000050

Service and Warranty

Emission Performance Warranty (Federal)

Parts replaced under this warranty become the property of the warrantor. The warranty period starts on the date the vehicle is delivered to the first retail purchaser or put into service as a dealer demonstrator or MBUSI, MBUSA or MBSC company vehicle.

The emission control system of your new Mercedes-Benz vehicle was designed, built and tested using Genuine Mercedes-Benz parts and the vehicle is certified as being in conformity with Federal emission control regulations and requirements. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of emission related components be Genuine Mercedes-Benz Parts, including Remanufactured Parts.

The owner may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use other than Genuine Mercedes-Benz Parts, including Remanufactured Parts for such maintenance, replacement or repair without invalidating this warranty; the cost of such service or parts, however, will not be covered under the warranty except in the case of an emergency.

Use of replacement parts which are not of equivalent quality and design may impair the effectiveness of the emission control systems.

If other than Genuine Mercedes-Benz Parts, including Remanufactured Parts are being used for maintenance, replacement

or repair of components affecting emission control, the owner should obtain assurance that such parts are warranted by their manufacturer to be equivalent to Genuine Mercedes-Benz parts in performance and durability.

MBUSA, however, assumes no liability under this warranty with respect to parts other than Genuine Mercedes-Benz Parts, including Remanufactured Parts except for consequential damage to a non-Mercedes-Benz warranted part caused by a failure of a Mercedes-Benz part. However, the use of non-Mercedes-Benz replacement parts does not invalidate the warranty on other components unless non-Mercedes-Benz parts cause damage to warranted parts.

Service and Warranty

Emission Performance Warranty (Federal)

MBUSA may deny an emission performance warranty claim if the failure of a part is the result of:

a. non-compliance with the written instructions for required maintenance and use. These written instructions, including time and mileage intervals at which maintenance is to be performed may be found in the Maintenance Booklet and Operator's Manual provided with your vehicle. You are advised to perform all recommended maintenance or repairs on your new Mercedes-Benz vehicle. MBUSA may deny a warranty claim if your failure to perform the required maintenance resulted in the failure of the warranted part in question. Receipts and service records covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. The receipts and service records should be transferred to each subsequent owner of this vehicle.

b. vehicle abuse or maintenance performed in such a manner that an emission component was improperly installed or adjusted substantially outside the manufacturer's specifications or which resulted in removing or rendering inoperative any component affecting the vehicle's emissions.

c. using non-EPA certified replacement parts in the maintenance or repair of the vehicle which ultimately proved to be defective in material or workmanship or not equivalent from an emission standpoint to the original equipment part and the owner is unable to prove otherwise.

Mercedes-Benz USA, LLC may deny an emission related warranty claim if it can establish that the failure or the malfunction of an emission control system part results directly from the use of:

- Gasoline engines
non-premium low octane gasoline with an anti-knock index of below 91

or

- Diesel engines
diesel fuel other than S15 ULTRA-LOW SULFUR HIGHWAY DIESEL FUEL (15 ppm SULFUR MAXIMUM)

CHAN
20976-000052

Service and Warranty

Emission Performance Warranty (Federal)

This Warranty Does Not Cover:

a. Malfunctions in any part caused by any of the following: misuse, improper adjustments, modification, alteration, tampering, disconnection, improper or inadequate maintenance, or use of leaded gasoline for catalyst equipped vehicles.

b. Damage resulting from accident, acts of nature or other events beyond the control of MBUSA.

c. The repair or replacement of warranted parts which are scheduled for replacement prior to 80,000 miles once these have been replaced at the first replacement interval as part of regular maintenance service.

d. Loss of time, inconvenience, loss of use of the vehicle, or other incidental or consequential damages.

e. Any vehicle on which the odometer mileage has been altered so that the vehicle's actual mileage cannot be determined.

This warranty is available on a vehicle purchased in the United States or in any U.S. possession governed by U.S. law.

In all other countries, defective parts will be repaired or replaced free of charge only in accordance with the terms and limitations of the warranty for new Mercedes-Benz vehicles in effect at the time in such countries.

Service and Warranty

Emission Performance Warranty (Federal)

EXCEPT FOR THE EMISSION CONTROL WARRANTY, THIS WARRANTY AND THE LIMITED WARRANTY FOR NEW MERCEDES-BENZ VEHICLES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC, MERCEDES-BENZ SERVICE CORPORATION OR THE SELLING AUTHORIZED MERCEDES-BENZ CENTER NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.

The lists shown on pages 30, 31 and 52 set forth the emission related components which may be covered by the emissions performance warranty.

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20976-000054

Service and Warranty

Mercedes-Benz Warranted Emission Related Components MY 2009 - Gasoline or Flexible Fuel Engines

I. Air Induction System

Air Cleaner Housing
Intake Air Ducts
Intake Air Valve
Intake Manifold
CMP Actuator
Variable Intake System Actuator
Variable Intake System Switching Valve
Charge Air Cooler
Supercharger
Supercharger Bypass Valve
Turbocharger ¹⁾
Tumble Flap Actuator
Tumble Flap Actuator Switching Valve
Pressure Transducer For Waste Gate Control ¹⁾
Deceleration Air Bypass Valve ¹⁾
Deceleration Air Bypass Valve Switching Valve ¹⁾

II. Fuel Metering System

Fuel Rail
Throttle Actuator
Fuel Pump
Fuel Pump Relay
Fuel Injector
Fuel Filter w/Integrated Fuel Pressure Regulator

Fuel Pressure Sensor
Fuel Management System ¹⁾
Fuel Pump Control Unit
Fuel System Control Module ³⁾

III. Ignition System

Spark Plugs
Ignition Coil
Ignition Module
Ignition Cable ⁴⁾

IV. Exhaust Gas Recirculation System

EGR Valve w/ Integrated Switching Valve

V. Positive Crankcase Ventilation

Oil Filler Cap
Crankcase Ventilation Line
Crankcase Ventilation Valve

VI. Fuel Evaporative Control

EVAP Canister
EVAP Canister Purge Valve
OBD II Valve
Fuel Filler Cap
Fuel Tank Assembly
Fuel Tank Pressure Sensor
Fuel Filler Pipe Assembly ²⁾
EVAP Shut-Off Valve ¹⁾
EVAP Purge Line

VII. Secondary Air Injection System

Electric AIR Injection Pump
Electro-pneumatic transducer, frequency control ¹⁾
AIR Injection Pump Relay ²⁾
AIR Control Valve
AIR Switching Valve
Vacuum Check Valve (AIR)

VIII. Exhaust

Exhaust Manifold.
Three-Way Catalyst *
Warm-Up Three Way Catalyst *

IX. Eng. Emiss. Control Sys. Sensors

Engine Control Module *
Transmission Control Module
O₂ Sensors
Engine Coolant Temperature Sensor
Intake Air Temperature Sensor
Charge Air Pressure Sensor
Manifold Air Pressure Sensor
Crankshaft Position Sensor
Camshaft Position Sensor
Knock Sensor
Front Vehicle Speed Sensor
Rear Vehicle Speed Sensor
Mass Air Flow Sensor w/ Integrated
Intake Air Temperature Sensor

Barometric Pressure Sensor ¹⁾
Electric Accelerator Module
Pressure Sensor Intake Manifold ¹⁾
Temperature Sensor Intake Manifold ¹⁾

X. On-Board Diagnostics

Data Link Connector (OBD)
Instrument Cluster (MIL) *

XI. Related Parts w/ Above Systems

Automatic Transmission Mode Selector
Emission Related:
Hoses, Clamps, Belts,
Pulleys, Tubes, Fittings, Sealing
Devices, Mounting Hardware included *

1) Not for ML-, G-, GL- and R-Class

2) Only for ML-, G-, GL- and R-Class

3) Not for G-Class

4) Only for G-Class

* These items are warranted for 8 years/ 80,000 miles (whichever occurs first), all other items are warranted for 3 years/ 50,000 miles (whichever occurs first) for California, Maine, Massachusetts, Connecticut, Rhode Island, Pennsylvania, New Jersey*, Oregon, Washington and Vermont vehicles or 2 years/24,000 miles (whichever occurs first) for all other vehicles. Please reference the previous pages for additional emission warranty coverage.

Service and Warranty**Mercedes-Benz Warranted Emission Related Components MY 2009
- Diesel Engines****I. Air Induction System**

Air Cleaner Housing
Intake Port Shutoff
Electric Intake Air Throttle
Charge Air Cooler
Turbocharger
Boost Air Distribution Line

II. Fuel Metering System

Fuel Rail
Fuel Pump
Fuel Injector
Fuel Filter
Fuel Rail Pressure Sensor
High Pressure Pump
Pressure Drop Valve

III. Ignition System

Glow Plug
Glow Time Control Module

IV. Exhaust Gas Recirculation System

EGR Valve
EGR Cooler

V. Positive Crankcase Ventilation

Oil Filler Cap

VI. Exhaust

Exhaust Manifold
Oxidation Catalytic Converter*
Diesel Particulate Filter
Odor Filter
NOx Storage Catalyst*
Catalyst SCR
Additive Tank
Additive Injection Valve

VII. Eng. Emiss. Control Sys. Sensors

Engine Control Module*
Transmission Control Module
O2 Sensors
Engine Coolant Temperature Sensor
Charge Air Pressure Sensor
Manifold Air Pressure Sensor
Crankshaft Position Sensor
Camshaft Position Sensor
Front Vehicle Speed Sensor
Rear Vehicle Speed Sensor
Mass Air Flow Sensor
Intake Air Temperature Sensor
Electric Accelerator Module
Exhaust Back Pressure Sensor
Exhaust Differential Pressure Sensor
Heated Cooling Water Thermostat
Exhaust Gas Temperature Sensor

VIII. On-Board Diagnostics

Data Link Connector (OBD)
Instrument Cluster (MIL) *

IX. Related Parts w/ Above Systems

Automatic Transmission Mode Selector
Emission Related:
Hoses, Clamps, Belts,
Pulleys, Tubes, Fittings, Sealing
Devices, Mounting Hardware included *

* These Items are warranted for 8 years / 80,000 miles (whichever occurs first), all other items are warranted for 2 years / 24,000 miles (whichever occurs first) for all other vehicles. Please reference the previous pages for additional emission warranty.

CHAN
20976-000056

Service and Warranty**CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Emission Control System Warranty - Things You Should Know****Your Warranty Rights and Obligations:**

The California Air Resources Board and Mercedes-Benz USA, LLC are pleased to explain the emission control system warranty on your Mercedes-Benz vehicle. In California, Maine, Massachusetts, Connecticut, Rhode Island, Pennsylvania, New Jersey*, Oregon, Washington and Vermont, new motor vehicles must be designed, built and equipped to meet these states' stringent anti-smog standards. MBUSA must warrant the emission control system on your Mercedes-Benz vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include such parts as the fuel injection system, ignition system, catalytic converter and engine computers. Also included may be hoses, belts, connectors and other emission related assemblies.

Where a warrantable condition exists, MBUSA will repair your Mercedes-Benz vehicle at no cost to you including diagnosis, parts and labor.

Manufacturer's Warranty Coverage:

For 3 years or 50,000 miles, whichever first occurs:

1. If your Mercedes-Benz vehicle fails a Smog Check Inspection, all necessary repairs and adjustments will be made by MBUSA to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.
2. If any emission related part on your MB vehicle is defective, the part will be repaired or replaced by MBUSA. This is your short-term emission control system **DEFECTS WARRANTY**.

* Effective as of January 2009 deliveries

Note: Applicable to vehicles with gasoline, flexible fuel, or AdBlue® BlueTEC diesel engines only. E320 BlueTEC is excluded.

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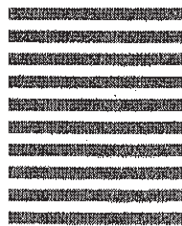


BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 37 MONTVALE NJ

POSTAGE WILL BE PAID BY ADDRESSEE

ATTN: CUSTOMER ASSISTANCE CENTER
MERCEDES-BENZ USA, LLC
PO BOX 350
MONTVALE, NJ 07645-9923

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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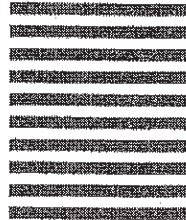
BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 37 MONTVALE NJ

POSTAGE WILL BE PAID BY ADDRESSEE

ATTN: CUSTOMER ASSISTANCE CENTER
MERCEDES-BENZ USA, LLC
PO BOX 350
MONTVALE, NJ 07645-9923

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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20976-000061

Service and Warranty

CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Emission Control System Warranty - Things You Should Know

Owner's Warranty Responsibilities:

For 7 years or 70,000 miles, whichever first occurs:

1. If an emission related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by MBUSA. This is your long-term emission control system DEFECTS WARRANTY.

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Maintenance Booklet. MBUSA recommends that you retain all receipts covering maintenance on your vehicle, but MBUSA cannot deny emission control system warranty solely for the lack of receipts or for your failure to ensure the performance of all required maintenance.

You are responsible for presenting your Mercedes-Benz vehicle to an authorized Mercedes-Benz Center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that MBUSA may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

* Effective as of January 2009 deliveries

CHAN
20976-000062

Service and Warranty

CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Emission Control System Warranty - Things You Should Know

If you have any questions regarding your warranty rights and responsibilities, you should contact:

Mercedes-Benz USA, LLC
Customer Assistance Center
One Mercedes Drive
Montvale, NJ 07645-0350
1-800-FOR-MERCEDES, or

State of California
Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, CA 91731-2990, or

State of Maine
Department of Environmental Protection
17 State House Station Augusta,
Maine 04333, or

Commonwealth of Massachusetts
Department of Environmental Protection
Division of Air Quality Control
One Winter Street, Boston, MA 02108, or

State of Vermont
Agency of Natural Resources
Department of Environmental Conserva-
tion, Air Pollution Control Division
Building 3 South, 103 Main Street, Water-
bury, VT 05671-0402, or

State of Connecticut
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127, or

State of Rhode Island
Department of Environmental Manage-
ment, 235 Promenade Street
Providence, Rhode Island 02908, or

Commonwealth of Pennsylvania
Department of Environmental Protection
Bureau of Air Quality
Rachel Carson State Office Building
12th Floor, P.O. Box 8468
Harrisburg, PA 17105-8468, or

State of Oregon
Department of Environmental Quality
811 S.W. Sixth Avenue
Portland, OR 97204, or

State of New Jersey*
New Jersey Department of Environmental
Protection, 401 East State Street
Trenton, New Jersey 08625, or

State of Washington
Washington State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600.

* Effective as of January 2009 deliveries

Service and Warranty**2009 CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Emission Control System Warranty****General**

Mercedes-Benz USA, LLC (MBUSA) warrants to the original and each subsequent owner of a 2009 Mercedes-Benz vehicle that is certified for sale in California, Maine, Massachusetts, Connecticut, Rhode Island, Pennsylvania, New Jersey*, Oregon, Washington or Vermont and registered in California, Maine, Massachusetts, Connecticut, Rhode Island, Pennsylvania, New Jersey*, Oregon, Washington or Vermont that:

(1) such vehicle is free from defects in material and workmanship which would cause it to fail to conform with requirements of the California Air Resources Board (CARB) or to fail to pass a smog check test for a period of use of 3 years or 50,000 miles, whichever first occurs; and

(2) if any part which affects any regulated emission from your vehicle is defective during 3 years or 50,000 miles, whichever first occurs, the part will be repaired or replaced; and

(3) is free from defects in material and workmanship in specific emission related parts as specified in the attached list which would cause them not to conform with those requirements for a period of use of 7 years or 70,000 miles, whichever first occurs.

MBUSA further warrants that:

a. if the vehicle is maintained and operated in accordance with MBUSA's written instructions for required maintenance and use, and

b. if a part is defective during 3 years or 50,000 miles, whichever first occurs, which causes the vehicle not to conform to the applicable CARB requirement or to fail a smog check test, or

c. if an emission-related part covered by the 7 year or 70,000 mile, whichever first occurs, warranty term is defective during the warranty period,

then any authorized Mercedes-Benz Center of the owner's choice will make any adjustments, repairs or replacements (including diagnosis) necessary to correct the defect or so that the vehicle will pass the smog check test at no charge for parts, labor or diagnosis.

If your vehicle is between 3 to 8 years old and has been driven less than 80,000 miles, then your vehicle may be eligible for additional coverage under the Federal Emissions Warranty.

* Effective as of January 2009 deliveries

CHAN
20976-000064

Service and Warranty**2009 CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Emission Control System Warranty**

These warranty provisions shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a retail demonstrator or MBUSI, MBUSA or MBSC company vehicle prior to sale at retail, on the date the vehicle is first placed in such service.

The emission control system of your new Mercedes-Benz vehicle was designed, built and tested using Genuine Mercedes-Benz parts and the vehicle is certified as being in conformity with Federal, California, Maine, Massachusetts, Connecticut, Rhode Island, Pennsylvania, New Jersey*, Oregon, Washington and Vermont emission control regulations and requirements. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of emission related components be Genuine Mercedes-Benz Parts, including Remanufactured Parts.

The owner may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use other than Genuine Mercedes-Benz Parts, including Remanufactured Parts for such maintenance, replacement or repair without invalidating this warranty; the cost of such service or parts, however, will not be covered under the warranty except in the case of an emergency.

Use of replacement parts which are not of equivalent quality and design may impair the effectiveness of the emission control systems. If other than Genuine Mercedes-Benz Parts, including Remanufactured Parts are being used for maintenance, replacement or repair of components affecting emission control, the owner should

obtain assurances that such parts are warranted by their manufacturer to be equivalent to Genuine Mercedes-Benz parts in performance and durability.

MBUSA, however, assumes no liability under this warranty with respect to parts other than Genuine Mercedes-Benz Parts, including Remanufactured Parts except for consequential damage to a non-Mercedes-Benz warranted part caused by a failure of a Mercedes-Benz part. However, the use of non-Mercedes-Benz replacement parts does not invalidate the warranty on other components unless non-Mercedes-Benz parts cause damage to warranted parts.

* Effective as of January 2009 deliveries

Service and Warranty

2009 CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Emission Control System Warranty

Repairs covered by this warranty will be performed by any authorized Mercedes-Benz Center at its place of business with no charge for parts or labor (including diagnosis), using Genuine Mercedes-Benz Parts, including Remanufactured Parts for any part covered by this warranty.

In the case of an emergency, when and where an authorized Mercedes-Benz Center is not available, repairs may be performed at any available service establishment or by the owner using any replacement part. The non-availability of a replacement part for warranty repair or a repair not completed within 30 days constitutes an emergency.

MBUSA will reimburse the owner for such repairs (including labor and diagnosis) that are covered under this warranty. Such reimbursement shall not exceed MBUSA suggested retail prices for warranted parts replaced and labor charges based on MBUSA recommended time allowances for warranty repairs at a geographically appropriate hourly labor rate. Replaced parts and paid invoices must be presented at an authorized Mercedes-Benz Center as a condition of reimbursement for emergency repairs not performed at an authorized Mercedes-Benz Center. Parts replaced under this warranty become the property of the warrantor.

The enclosed list sets forth some of the emission related components covered by the emission control system defects warranty. You are advised to perform all recommended maintenance or repairs on your new Mercedes-Benz vehicle. MBUSA will not deny an emissions system warranty claim solely because you have no record of maintenance; however, you are responsible for the performance of the required maintenance. MBUSA may deny a warranty claim if your failure to perform the required maintenance resulted in the failure of a warranted part. Receipts and service records covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. The receipts and service records should be transferred to each subsequent owner of this vehicle.

* Effective as of January 2009 deliveries

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20976-000066

Service and Warranty

2009 CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Emission Control System Warranty

What is not covered by the Emission Warranty

Mercedes-Benz USA, LLC may deny an emission related claim if it can establish that the failure or the malfunction of an emission control system part results directly from the use of non-premium low octane fuel in the engine (i.e. fuel with an anti-knock index of below 91 as displayed on the fuel pump).

This warranty does not cover:

1. The repair or replacement of any "warranted part" otherwise eligible for warranty coverage shall be excluded from such warranty coverage if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the part.
2. Malfunctions in any part caused by any of the following: improper adjustments except for those done by an authorized Mercedes-Benz Center during warranty service work, modification, alteration, tampering, disconnection, or use of leaded gasoline (for catalyst equipped vehicles).

3. Damage resulting from accident, acts of nature or other events beyond the control of MBUSA.

4. The repair or replacement of warranted parts which are scheduled to be replaced prior to 50,000 miles once these have been replaced at the first replacement interval during a regular maintenance service.

5. Incidental or consequential damages such as loss of time, inconvenience, or loss of use of the vehicle.

6. Any vehicle on which the odometer mileage has been altered so that the vehicle's actual mileage cannot be determined.

* Effective as of January 2009 deliveries

Service and Warranty**2009 CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Emission Control System Warranty**

This warranty is applicable to vehicles certified for sale and registered in the States of California, Maine, Massachusetts, Connecticut, Rhode Island, Pennsylvania, New Jersey*, Oregon, Washington and Vermont. In all other states or countries, defective parts will be repaired or replaced in accordance with the terms and limitations of the warranty applicable to new Mercedes-Benz vehicles in effect at the time in such states or countries.

You may present a claim under the performance warranty immediately after your vehicle has failed a smog check test. You do not need to suffer the loss of the right to use the vehicle, pay a fine, or incur repair expenses before bringing this claim. After the 3 year/50,000 mile performance warranty period has passed, a smog check test failure due to a defect in a part which is warranted for 7 years/70,000 miles, is covered.

* Effective as of January 2009 deliveries

Your warranty claim may be presented to any authorized Mercedes-Benz Center of your choice. The dealer will honor or deny your claim within a reasonable time not to exceed 30 days, from the time at which your vehicle is initially presented for repair. Exceptions are when you, the owner, request a delay, or a delay is caused by events not attributable to MBUSA or your authorized Mercedes-Benz Center.

You will be notified in writing by your authorized Mercedes-Benz Center of the reasons for any denial of your claim.

Your dealer is required by law to honor your claim if such notice of denial is not received by you within said time period.

WITH RESPECT TO EMISSION SYSTEMS, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER-AG, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES-BENZ USA, LLC, MERCEDES-BENZ SERVICE CORPORATION OR THE AUTHORIZED MERCEDES-BENZ CENTER NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.

CHAN
20976-000068

Service and Warranty

MY 2009 CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Defect Warranty Coverage (7 years / 70,000 miles)
- Gasoline or Flexible Fuel Engines

Parts Description	Model																																					
	C300W/4M	C350W	C63 AMG	E350W	E350W S 4M	E550W	E550W 4M	E63 AMG	SLK300	SLK350	SLK55 AMG	CLK350	CLK550	CLK63 AMG	CLS550	CLS63 AMG	SL550	SL600	SL63 AMG	SL65 AMG	CL550 4M	CL600	CL65 AMG	CL63 AMG	S550/4M	S600	S65 AMG	S63 AMG	GL450 4M	GL550 4M	ML350/4M	ML550 4M	ML63 AMG	R350 4M	G550	G55 AMG		
Charge Air Cooler																																						
CMP Actuator																																						
Electric AIR Injection Pump																																						
Engine Control Module																																						
Exhaust Manifold																																						
Fuel Injector																																						
Fuel Filler Neck Assembly																																						
Fuel Filter w/Integrated																																						
Fuel Pressure Regulator																																						
Fuel Pump																																						
Fuel Pump Control Unit																																						
Fuel Rail																																						
Fuel Tank Assembly																																						
Fuel Tank Pressure Sensor																																						
Fuel Management System																																						

* Effective as of January 2009 deliveries

Service and Warranty

MY 2009 CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Defect Warranty Coverage (7 years / 70,000 miles)
- Gasoline or Flexible Fuel Engines

Parts Description	Model																																					
	C300W/4M	C350W	C63 AMG	E350W	E350W S 4M	E550W	E550W 4M	E63 AMG	SLK300	SLK350	SLK55 AMG	CLK350	CLK550	CLK63 AMG	CLS550	CLS63 AMG	SL550	SL600	SL63 AMG	SL65 AMG	CL550 4M	CL600	CL65 AMG	CL63 AMG	S550/4M	S600	S65 AMG	S63 AMG	GL450 4M	GL550 4M	ML350/4M	ML550 4M	ML63 AMG	R350 4M	G550	G55 AMG		
Ignition Module																																						
Instrument Cluster (MIL)																																						
Intake Manifold																																						
Knock Sensor																																						
MAF Sensor w/ integrated IAT Sensor																																						
O2 Sensors (After Catalyst)																																						
SCB Valve																																						
Spark Plug																																						
Supercharger																																						
Three Way Catalyst																																						
Throttle Actuator																																						
Transmission Control Module																																						
Turbocharger																																						
Warm-up Three Way Catalyst																																						

* Effective as of January 2009 deliveries

CHAN
20976-000070

Service and Warranty

MY 2009 CA, ME, MA, VT, CT, RI, NJ*, OR, WA and PA Defect Warranty Coverage (7 years / 70,000 miles)
- AdBlue® BlueTEC Diesel Engines

Parts Description	Model			Parts Description	Model		
	GL320 BlueTEC 4M	ML320 BlueTEC 4M	R320 BlueTEC 4M		GL320 BlueTEC 4M	ML320 BlueTEC 4M	R320 BlueTEC 4M
Additive Tank	•	•	•	Fuel Tank Pressure Sensor	•	•	•
Charge Air Cooler	•	•	•	Instrument Cluster (MIL)	•	•	•
CMP Actuator				Intake Manifold	•	•	•
Electric AIR Injection Pump	•	•	•	Knock Sensor			
Engine Control Module	•	•	•	MAF Sensor w/ integrated IAT Sensor	•	•	•
EVAP Canister				SCB Valve			
Exhaust Manifold	•	•	•	Three Way Catalyst	•	•	•
Fuel Filler Neck Assembly	•	•	•	Throttle Actuator	•	•	•
Fuel Filter w/ Integrated Fuel Pressure Regulator	•	•	•	Transmission Control Module	•	•	•
Fuel Pump				Turbocharger	•	•	•
Fuel Rail	•	•	•	Warm-up Three Way Catalyst			
Fuel Tank Assembly	•	•	•				

* Effective as of January 2009 deliveries

Service and Warranty

Notes

CHAN
20976-000072

43

Service and Warranty

CA, ME, MA, VT, CT, RI, NJ*, OR and NY Emission Control System Warranty For Partial Zero-Emission Vehicles (PZEV) Only - Things You Should Know

Your Warranty Rights and Obligations:

The California Air Resources Board and Mercedes-Benz USA, LLC are pleased to explain the emission control system warranty on your Mercedes-Benz Partial Zero-Emission Vehicles (PZEV) vehicle. In California, Maine, Massachusetts, New York, Connecticut, Rhode Island, Vermont, New Jersey* and Oregon, new motor vehicles must be designed, built and equipped to meet these states' stringent anti-smog standards. MBUSA must warrant the emission control system on your Mercedes-Benz vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include such parts as the fuel injection system, ignition system, catalytic converter and engine computers. Also included may be hoses, belts, connectors and other emission related assemblies.

Note: Applicable to vehicles with gasoline engines only.

* Effective as of January 2009 deliveries

Where a warrantable condition exists, MBUSA will repair your Mercedes-Benz vehicle at no cost to you including diagnosis, parts and labor.

Identifying Partial Zero-Emission Vehicles (PZEV)

Being able to identify whether your vehicle meets the California Air Resources Board (CARB) Super Ultra-Low-Emission-Vehicle (SULEV) PZEV emission standard is an important part of understanding your emission warranty rights. To identify a vehicle that meets the PZEV emission standard please refer to the text description on the Vehicle Emission Control Information (VECI) label located in the engine compartment.

Please note the location of the VECI label will vary depending on model. Refer to your vehicle Operator's Manual for further

information on identification labels and their locations.

Manufacturer's Warranty Coverage:

For 15 years or 150,000 miles, whichever first occurs:

1. If your Mercedes-Benz vehicle fails a Smog Check Inspection, all necessary repairs and adjustments will be made by MBUSA to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.
2. If any emission related part on your Mercedes-Benz vehicle is defective, the part will be repaired or replaced by MBUSA. This is your emission control system DEFECTS WARRANTY.

Service and Warranty

**CA, ME, MA, VT, CT, RI, NJ*, OR and NY Emission Control System Warranty
For Partial Zero-Emission Vehicles (PZEV) Only - Things You Should Know**

Owner's Warranty Responsibilities:

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Maintenance Booklet. MBUSA recommends that you retain all receipts covering maintenance on your vehicle, but MBUSA cannot deny emission control system warranty solely for the lack of receipts or for your failure to ensure the performance of all required maintenance.

You are responsible for presenting your Mercedes-Benz vehicle to an authorized Mercedes-Benz Center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that MBUSA may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

* Effective as of January 2009 deliveries

CHAN
20976-000074

Service and Warranty

CA, ME, MA, VT, CT, RI, NJ*, OR and NY Emission Control System Warranty For Partial Zero-Emission Vehicles (PZEV) Only - Things You Should Know

If you have any questions regarding your warranty rights and responsibilities, you should contact:

Mercedes-Benz USA, LLC
Customer Assistance Center
One Mercedes Drive
Montvale, NJ 07645-0350
1-800-FOR-MERCEDES, or

State of California
Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, CA 91731-2990, or

State of Maine
Department of Environmental Protection
17 State House Station Augusta,
Maine 04333, or

Commonwealth of Massachusetts
Department of Environmental Protection
Division of Air Quality Control
One Winter Street, Boston, MA 02108, or

State of Vermont
Agency of Natural Resources
Department of Environmental Conservation,
Air Pollution Control Division
Building 3 South, 103 Main Street, Waterbury,
VT 05671-0402, or

State of Connecticut
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127, or

State of Rhode Island
Department of Environmental Management,
235 Promenade Street
Providence, Rhode Island 02908, or

State of Oregon
Department of Environmental Quality
811 S.W. Sixth Avenue
Portland, OR 97204, or

State of New Jersey*
New Jersey Department of Environmental Protection,
401 East State Street
Trenton, New Jersey 08625, or

State of New York
Department of Environmental Conservation
625 Broadway, Albany, NY 12233

* Effective as of January 2009 deliveries

Service and Warranty

**2009 CA, ME, MA, VT, CT, RI, NJ*, OR and NY Emission Control System Warranty
For Partial Zero-Emission Vehicles (PZEV) Only**

General

Mercedes-Benz USA, LLC (MBUSA) warrants to the original and each subsequent owner of a 2009 Mercedes-Benz vehicle that is certified for sale in California, Maine, Massachusetts, New York, Connecticut, Rhode Island, Vermont, New Jersey* or Oregon and registered in California, Maine, Massachusetts, New York, Connecticut, Rhode Island, Vermont, New Jersey* or Oregon that:

(1) such vehicle is free from defects in material and workmanship which would cause it to fail to conform with requirements of the California Air Resources Board (CARB) or to fail to pass a smog check test for a period of use of 15 years or 150,000 miles, whichever first occurs; and

(2) if any part which affects any regulated emission from your vehicle is defective during 15 years or 150,000 miles, whichever first occurs, the part will be repaired or replaced; and

* Effective as of January 2009 deliveries

MBUSA further warrants that:

a. if the vehicle is maintained and operated in accordance with MBUSA's written instructions for required maintenance and use, and

b. if a part is defective during 15 years or 150,000 miles, whichever first occurs, which causes the vehicle not to conform to the applicable CARB requirement or to fail a smog check test,

then any authorized Mercedes-Benz Center of the owner's choice will make any adjustments, repairs or replacements (including diagnosis) necessary to correct the defect or so that the vehicle will pass the smog check test at no charge for parts, labor or diagnosis.

CHAN
20976-000076

Service and Warranty

2009 CA, ME, MA, VT, CT, RI, NJ*, OR and NY Emission Control System Warranty For Partial Zero-Emission Vehicles (PZEV) Only

These warranty provisions shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a retail demonstrator or MBUSA or MBSC company vehicle prior to sale at retail, on the date the vehicle is first placed in such service.

The emission control system of your new Mercedes-Benz vehicle was designed, built and tested using Genuine Mercedes-Benz parts and the vehicle is certified as being in conformity with Federal, California, Maine, Massachusetts, New York, Connecticut, Rhode Island, Vermont, New Jersey* and Oregon emission control regulations and requirements. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of emission related components be Genuine Mercedes-Benz Parts, including Remanufactured Parts.

The owner may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use other than Genuine Mercedes-Benz Parts, including Remanufactured Parts for such maintenance, replacement or repair without invalidating this warranty; the cost of such service or parts, however, will not be covered under the warranty except in the case of an emergency.

Use of replacement parts which are not of equivalent quality and design may impair the effectiveness of the emission control systems. If other than Genuine Mercedes-Benz Parts, including Remanufactured Parts are being used for maintenance, replacement or repair of components affecting emission control, the owner should

obtain assurances that such parts are warranted by their manufacturer to be equivalent to Genuine Mercedes-Benz parts in performance and durability.

MBUSA, however, assumes no liability under this warranty with respect to parts other than Genuine Mercedes-Benz Parts, including Remanufactured Parts except for consequential damage to a non-Mercedes-Benz warranted part caused by a failure of a Mercedes-Benz part. However, the use of non-Mercedes-Benz replacement parts does not invalidate the warranty on other components unless non-Mercedes-Benz parts cause damage to warranted parts.

* Effective as of January 2009 deliveries

Service and Warranty

2009 CA, ME, MA, VT, CT, RI, NJ*, OR and NY Emission Control System Warranty For Partial Zero-Emission Vehicles (PZEV) Only

Repairs covered by this warranty will be performed by any authorized Mercedes-Benz Center at its place of business with no charge for parts or labor (including diagnosis), using Genuine Mercedes-Benz Parts, including Remanufactured Parts for any part covered by this warranty.

In the case of an emergency, when and where an authorized Mercedes-Benz Center is not available, repairs may be performed at any available service establishment or by the owner using any replacement part. The non-availability of a replacement part for warranty repair or a repair not completed within 30 days constitutes an emergency.

MBUSA will reimburse the owner for such repairs (including labor and diagnosis) that are covered under this warranty. Such reimbursement shall not exceed MBUSA suggested retail prices for warranted parts replaced and labor charges based on MBUSA recommended time allowances for warranty repairs at a geographically appropriate hourly labor rate. Replaced parts and paid invoices must be presented at an authorized Mercedes-Benz Center as a condition of reimbursement for emergency repairs not performed at an authorized Mercedes-Benz Center. Parts replaced under this warranty become the property of the warrantor.

The enclosed list sets forth some of the emission related components covered by the emission control system defects warranty. You are advised to perform all recommended maintenance or repairs on your new Mercedes-Benz vehicle. MBUSA will not deny an emissions system warranty claim solely because you have no record of maintenance; however, you are responsible for the performance of the required maintenance. MBUSA may deny a warranty claim if your failure to perform the required maintenance resulted in the failure of a warranted part. Receipts and service records covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. The receipts and service records should be transferred to each subsequent owner of this vehicle.

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CHAN
20976-000078

Service and Warranty

2009 CA, ME, MA, VT, CT, RI, NJ*, OR and NY Emission Control System Warranty For Partial Zero-Emission Vehicles (PZEV) Only

What is not covered by the Emission Warranty

Mercedes-Benz USA, LLC may deny an emission related claim if it can establish that the failure or the malfunction of an emission control system part results directly from the use of non-premium low octane fuel in the engine (i.e. fuel with an anti-knock index of below 91 as displayed on the fuel pump).

This warranty does not cover:

1. The repair or replacement of any "warranted part" otherwise eligible for warranty coverage shall be excluded from such warranty coverage if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the part.

2. Malfunctions in any part caused by any of the following: improper adjustments except for those done by an authorized Mercedes-Benz Center during warranty service work, modification, alteration, tampering, disconnection, or use of leaded gasoline (for catalyst equipped vehicles).

3. Damage resulting from accident, acts of nature or other events beyond the control of MBUSA.

4. The repair or replacement of warranted parts which are scheduled to be replaced prior to 150,000 miles once these have been replaced at the first replacement interval during a regular maintenance service.

5. Incidental or consequential damages such as loss of time, inconvenience, or loss of use of the vehicle.

6. Any vehicle on which the odometer mileage has been altered so that the vehicle's actual mileage cannot be determined.

* Effective as of January 2009 deliveries

Service and Warranty

**2009 CA, ME, MA, VT, CT, RI, NJ*, OR and NY Emission Control System Warranty
For Partial Zero-Emission Vehicles (PZEV) Only**

This warranty is applicable to cars certified for sale and registered in the States of California, Maine, Massachusetts, New York, Connecticut, Rhode Island, Vermont, New Jersey* and Oregon. In all other states or countries, defective parts will be repaired or replaced in accordance with the terms and limitations of the warranty applicable to new Mercedes-Benz vehicles in effect at the time in such states or countries.

You do not need to suffer the loss of the right to use the vehicle, pay a fine; or incur repair expenses before bringing this claim.

Your warranty claim may be presented to any authorized Mercedes-Benz Center of your choice. The dealer will honor or deny your claim within a reasonable time not to exceed 30 days, from the time at which your vehicle is initially presented for repair. Exceptions are when you, the owner, request a delay, or a delay is caused by events not attributable to MBUSA or your authorized Mercedes-Benz Center.

You will be notified in writing by your authorized Mercedes-Benz Center of the reasons for any denial of your claim.

Your dealer is required by law to honor your claim if such notice of denial is not received by you within said time period.

WITH RESPECT TO EMISSION SYSTEMS, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ SERVICE CORPORATION OR THE AUTHORIZED MERCEDES-BENZ CENTER NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.

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CHAN
20976-000080

51

Service and Warranty**Mercedes-Benz Warranted Emission Related Components MY 2009 - PZEV Only****I. Air Induction System**

Air Cleaner Housing with HC Trap
 Intake Air Ducts
 Intake Air Valve
 Intake Manifold
 CMP Actuator
 Variable Intake System Actuator
 Variable Intake System Switching Valve
 Tumble Flap Actuator
 Tumble Flap Actuator Switching Valve
 DOR Radiator (PremAir)

II. Fuel Metering System

Fuel Rail
 Throttle Actuator
 Fuel Pump
 Fuel Pump Relay
 Fuel Injector
 Fuel Filter w/Integrated Fuel Pressure Regulator
 Fuel Management System

III. Ignition System

Spark Plugs
 Ignition Coil

IV. Positive Crankcase Ventilation

Oil Filler Cap
 Crankcase Ventilation Line

V. Fuel Evaporative Control

EVAP Canister
 EVAP Canister Purge Valve
 Fuel Filler Cap
 Fuel Tank Assembly
 Fuel Tank Pressure Sensor
 EVAP Shut-Off Valve

VI. Secondary Air Injection System

Electric AIR Injection Pump
 AIR Control Valve
 AIR Switching Valve
 Vacuum Check Valve (AIR)

VII. Exhaust

Exhaust Manifold
 Three-Way Catalyst *

VIII. Eng. Emiss. Control Sys. Sensors

Engine Control Module *
 Transmission Control Module
 O₂ Sensors
 Engine Coolant Temperature Sensor
 Manifold Air Pressure Sensor
 Crankshaft Position Sensor
 Camshaft Position Sensor
 Knock Sensor
 Front Vehicle Speed Sensor

Rear Vehicle Speed Sensor
 Mass Air Flow Sensor w/ Integrated Intake Air
 Temperature Sensor
 Electric Accelerator Module

IX. On-Board Diagnostics

Data Link Connector (OBD)
 Instrument Cluster (MIL) *
 DOR Temperature Sensor

X. Related Parts w/ Above Systems

Automatic Transmission Mode Selector
 Emission Related:
 Hoses, Clamps, Belts, Pulleys, Tubes, Fittings,
 Sealing Devices, Mounting Hardware included *

*These items are warranted for 8 years / 80,000 miles (whichever occurs first), all other items are warranted for 15 years/ 150,000 miles (whichever occurs first) for California, Maine, Massachusetts, New York, Connecticut, Rhode Island, Vermont, New Jersey** and Oregon vehicles or 2 years/ 24,000 miles (whichever occurs first) for all other vehicles. Please reference the previous pages for additional emission warranty coverage.

** Effective as of January 2009 deliveries

Service and Warranty

Warranty Enforcement Laws (Lemon Laws)

Laws in many states and federal law permit owners and/or lessees to obtain a replacement vehicle or a refund of the purchase or lease price under certain circumstances. The provisions of these laws vary from state to state and vary from the federal law. To the extent allowed or not prohibited by applicable law, Mercedes-Benz USA, LLC requires that you first provide us with direct written notification of any alleged unrepaired defect or malfunction, or any other dissatisfaction you have experienced with your vehicle so that we

have the opportunity to cure the problem or dissatisfaction ourselves. Giving MBUSA itself this direct notice and opportunity to cure enables us to supplement prior efforts by our authorized dealers so any ongoing problem can be resolved or the dissatisfaction addressed by us. In states that have not enacted Lemon Laws, we also require, without constituting any liability beyond the Mercedes-Benz new vehicle warranty, that you give us direct written notice of any service difficulty you have experienced. Written no-

tifications, either required under an applicable Lemon Law or other written notifications should be sent to us, not one of our dealers, at Mercedes-Benz USA, LLC, Customer Assistance Center, One Mercedes Drive, Montvale, New Jersey, 07645-0350.

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20976-000082

Service and Warranty

IMPORTANT NOTICE for California Retail Buyers and Lessees of Mercedes-Benz Vehicles

Under California law you may be entitled to a replacement of your vehicle or a refund of the purchase price or lease price, if Mercedes-Benz USA, LLC and/or its authorized repair or service facilities fail to fix one or more substantial defects or malfunctions in the vehicle that are covered by its express warranty after a reasonable number of repair attempts. During the period of 18 months from original delivery of the vehicle or the accumulation of 18 000 miles on the odometer of the vehicle, whichever first occurs, a rea-

sonable number of repair attempts is presumed for a retail buyer or lessee if one or more of the following occurs: (1) the same substantial defect or malfunction results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, that defect or malfunction has been subject to repair two or more times, and you have directly notified Mercedes-Benz USA, LLC in writing of the need for its repair, (2) the same substantial defect or malfunction of a less serious nature than category (1) has

been subject to repair four or more times and you have directly notified us in writing of the need for its repair, or (3) the vehicle is out of service by reason of repair of the same or different substantial defects or malfunctions for a cumulative total of more than 30 calendar days. Written direct notification should be sent to us, not a dealer, at Mercedes-Benz USA, LLC, Customer Assistance Center, One Mercedes Drive, Montvale, NJ 07645-0350.

If You Have Questions Regarding Warranty or Service

The satisfaction and goodwill of Mercedes-Benz owners is of primary concern to authorized Mercedes-Benz Centers and MBUSA. In the event a warranty or service matter is not handled to your satisfaction, the following steps are suggested:

FIRST -

Discuss the problem with your authorized Mercedes-Benz Center management. Talk to the Service Manager, then if you still have questions, discuss them with the authorized Mercedes-Benz Center's owner.

THEN -

Request Clarification - If unanswered questions remain, contact Mercedes-Benz USA,

LLC, Customer Assistance Center, One Mercedes Drive, Montvale, New Jersey 07645-0350. 1-800-FOR-MERCEdes.

When you contact Mercedes-Benz USA, LLC please be sure to include the MODEL, and VEHICLE IDENTIFICATION NUMBER (VIN) of your vehicle. This is important to assure fast, efficient handling of your inquiry.

Service and Warranty

What To Do...

If You Have Lost the Service and Warranty Information Booklet

Should you lose your Service and Warranty Information booklet, have your local authorized Mercedes-Benz Center arrange for a replacement.

CHAN
20976-000084

Service and Warranty

What To Do...

If You Have Changed Your Address

Should your address change, please do not fail to notify us by using the "Notice of Address Change" coupon also contained in the centerfold of this booklet, or you may call 1-800-FOR-MERCEdes to provide the information.

SPECIAL ADJUSTMENT PROGRAMS

Sometimes Mercedes-Benz USA, LLC offers a special adjustment program to pay for all or part of the cost of certain repairs beyond the terms of the warranty. Check with your Authorized Mercedes-Benz Center to determine whether any adjustment program is applicable to your automobile.

Service and Warranty

To Purchasers of Pre-Owned Mercedes-Benz Vehicles

If you have purchased a pre-owned Mercedes-Benz vehicle before the expiration of its original warranty, you are entitled to any unexpired portion of the warranty provided you establish your ownership and the purchase date of the vehicle. Please mail the coupon contained in the center-fold of this booklet to the address shown, or you may call 1-800-FOR-MERCEdes to provide the information.

Such notification is likewise necessary for your own safety after expiration of the original warranty.

The "National Traffic & Motor Vehicle Safety Act of 1966" requires Mercedes-Benz USA, LLC to be in a position to contact Mercedes-Benz owners when a correction of a product defect becomes necessary.

CHAN
20976-000086

Service and Warranty

Notes

Service and Warranty

Notes

CHAN
20976-000088

59

Service and Warranty

Internet

For further information you can find us on the Mercedes-Benz web-site www.mbusa.com

Service and Literature

Reprinting, translation and copying, even of excerpts, are not permitted without our prior authorization in writing.

Press time August, 2008

Printed in U. S. A.

Model

C300W/4M, C350W, C63 AMG
E350W, E350W S 4M, E550W, E550W 4M,
E63 AMG, E320BLUETEC
SLK300, SLK350, SLK55 AMG
CLK350, CLK550, CLK63 AMG
CLS550, CLS63 AMG
SL550, SL600, SL63 AMG, SL65 AMG
CL550 4M, CL600, CL65 AMG, CL63 AMG
S550/4M, S600, S65 AMG, S63 AMG
GL450 4M, GL550 4M, GL320BLUETEC
ML350/4M, ML550 4M, ML63 AMG,
ML320BLUETEC
R350 4M, R320BLUETEC
G550, G55 AMG

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